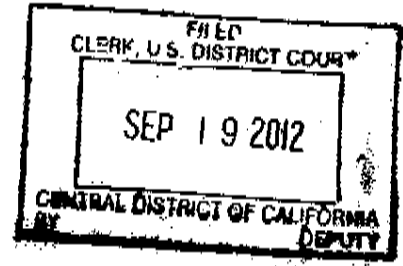


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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION

12
13
14 JERIN SHERMAN and MATT
WATSON, individually,

15 Plaintiffs,

16 v.

17 CLP RESOURCES, INC., FIRST
18 SOLAR, INC., AND DOES 1-20,

19 Defendants.
20

Case No.

CV12-8080

NOTICE OF REMOVAL UNDER
28 U.S.C. § 1441(b)

(Los Angeles Superior Court Case
No. BC483549)

21 TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
22 DISTRICT OF CALIFORNIA AND TO PLAINTIFFS AND THEIR COUNSEL
23 OF RECORD:

24 PLEASE TAKE NOTICE that Defendant CLP RESOURCES, INC.
25 (hereafter "CLP Resources" or "Defendant") files this Notice of Removal pursuant
26 to 28 U.S.C. § 1332, 28 U.S.C. Section 1441(b)(3), and 28 U.S.C. Section 1446,
27 which was originally commenced in the Superior Court of the State of California in
28 and for the County of Los Angeles.

NOTICE OF REMOVAL
Case No. _____

SUMMARY OF ACTION

1 2. This removal involves an action that was filed in the Superior Court of
 2 the State of California for the County of Los Angeles, entitled *Sherman, et al. v.*
 3 *CLP Resources Inc., et al*, Case No. BC483549. Pursuant to 28 U.S.C. section
 4 1446(a), a true and correct copy of the Complaint filed in this action is attached
 5 hereto as Exhibit A. A true and correct copy of the First Amended Complaint, and
 6 proofs of service, filed in this Action are attached hereto as Exhibit B. A true and
 7 correct copy of the Answer to the Complaint filed by Defendants CLP Resources,
 8 Inc. and First Solar, Inc. ("Defendants") in the Los Angeles County Superior Court
 9 is attached hereto as Exhibit C. A true and correct copy of the Answer to the First
 10 Amended Complaint filed by Defendants in the Los Angeles County Superior Court
 11 is attached hereto as Exhibit D. A true and correct copy of the filings and remaining
 12 pleadings that have been served on Defendant in this matter is attached hereto as
 13 Exhibit E.

14 3. With its removal papers, Defendant submits a civil case cover sheet,
 15 and a Notice of Interested parties pursuant to Local Rules 3-1, and 7.1-1.

TIMELINESS OF REMOVAL

17 4. Plaintiffs served Defendant with a copy of their First Amended
 18 Complaint by U.S. Mail, with a proof of service dated August 20, 2012. This Notice
 19 of Removal is timely filed within thirty (30) days of the date the First Amended
 20 Complaint was served upon Defendant, which is when it was first ascertained that
 21 the case was one which had become removable. *See* 29 U.S.C. §1446(b)(3).
 22 Defendants timely filed their Answer to the Plaintiffs' First Amended Complaint in
 23 Los Angeles County Superior Court on September 14, 2012.

DIVERSE CITIZENSHIP OF THE PARTIES

25 5. Plaintiff's Citizenship. Defendant has a good faith belief that Plaintiffs
 26 are, and at all times were, residents of and domiciled in Los Angeles County,
 27 California. *See* First Amended Complaint ("FAC") ¶¶2-3. Plaintiff worked for
 28

1 Defendant in Los Angeles County. *See id. at ¶¶2-3*. To establish citizenship for
 2 diversity purposes, a natural born person must be both: (a) a citizen of the United
 3 States, and (b) a domiciliary of one particular state. *Kantar v. Wellesley Galleries,*
 4 *Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). Residence is prima facie evidence of
 5 domicile. *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994).

6 5. Defendants' Citizenship. Pursuant to 28 U.S.C. § 1446(c), "a
 7 corporation shall be deemed to be a citizen of any State in which it has been
 8 incorporated, and of the State where it has its principal place of business." At all
 9 times relevant to this action, Defendant CLP Resources, Inc. has been a wholly
 10 owned subsidiary of TrueBlue, Inc., and a corporation incorporated under the laws
 11 of Delaware, and with its principal place of business in Reno, Nevada. Declaration
 12 of Garrett Ferencz in Support of Defendant's Notice of Removal ¶ 2. At all times
 13 relevant to this action, Defendant First Solar, Inc. has been a corporation
 14 incorporated under the laws of Delaware, with its principal place of business in
 15 Tempe, Arizona. Neither of the Defendants is a citizen of California. Defendant
 16 First Solar, Inc. has consented to and joins in the removal of this action. *See*
 17 Declaration of Amelia D. Winchester in Support of Defendants' Notice of
 18 Removal ¶ 2.

19 6. Doe Defendants. Pursuant to 28 U.S.C. § 1441(a), the residence of
 20 fictitious and unknown defendants should be disregarded for purposes of
 21 establishing removal jurisdiction under 28 U.S.C. § 1332. *Fristos v. Reynolds*
 22 *Metals Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed defendants are not
 23 required to join in a removal petition). Thus, the existence of Doe defendants 1
 24 through 20, inclusive, does not deprive this Court of jurisdiction.

25 AMOUNT IN CONTROVERSY

26 7. While Defendant denies any liability as to Plaintiffs' claims, the
 27 amount in controversy requirement is satisfied because the amount in controversy
 28

1 exceeds the jurisdictional minimum. *Sanchez v. Monumental Life Ins. Co.*, 95 F.3d
 2 856, 862 (9th Cir. 1996). Here, the damages requested by Plaintiffs exceed \$75,000,
 3 exclusive of interest and costs, as required by 28 U.S.C. § 1332(a).

4 8. Plaintiffs allege that they are entitled to unpaid overtime pursuant to
 5 section 1194(a) of the California Labor Code (FAC ¶32), that they are entitled to
 6 damages pursuant to California Labor Code section 226(e) (FAC ¶36), that they
 7 are entitled to damages for violations of California Labor Code section 1174 (FAC
 8 ¶¶ 38, and Prayer for Relief, ¶3), an additional hour of pay at the regular rate of
 9 compensation for each workday that proper rest periods were not provided
 10 pursuant to Labor Code section 226.7 and California Code of Regulations section
 11 11160 (FAC ¶ 43), payment of overtime compensation pursuant to 29 U.S.C. §
 12 216(b) (FAC ¶ 47), thirty days of continuing wages pursuant to California Labor
 13 Code section 203 (FAC ¶ 50), and indemnification of reimbursement of
 14 expenditures pursuant to section 2802 of the California Labor Code (FAC ¶ 55).

15 9. Plaintiffs further allege, for the first time as part of their First
 16 Amended Complaint, that they are entitled to Civil Penalties under the Private
 17 Attorneys General Act. In particular, as part of their Eighth Cause of Action,
 18 Plaintiffs seek Labor Code section 210 civil penalties for each violation of Labor
 19 Code section 204, Labor Code section 226.3 penalties for each violation of Labor
 20 Code section 226(a), Labor Code section 558 penalties for violations of Labor
 21 Code sections 510 and 512, Labor Code section 1197.1 penalties for violations of
 22 Labor Code section 1194, and California Labor Code section 2699(f) penalties for
 23 the violations of the California Labor Code sections for which a specific civil
 24 penalty is not provided, or for California Labor Code sections 2802, 1174 and
 25 226.7.

26 *PAGA Actions Are Brought on Behalf of Other "Aggrieved Employees"*
 27
 28

10. “[T]he PAGA statute does not enable a single aggrieved employee to litigate his or her claims, but requires an aggrieved employee ‘on behalf of herself or himself *and* other current or former employees’ to enforce violations of the Labor Code by their employers.” *Urbino v. Orkin Services of California, Inc.*, No. 2:11-cv-06456 (PJWx), 2011 WL 4595249 at * 6 (C.D. Cal. Oct. 5, 2011). “The statute therefore contemplates a common group action with civil penalties being awarded to the entire group.” *Id.* Accordingly, “the amount in controversy in a PAGA claim is predicated on the total amount of civil penalties sought by the aggrieved employees.” *Id.* at *9 (finding that claims of aggrieved employees may be aggregated for purposes of removal). Pursuant to Labor Code section 2699, an “aggrieved employee” “means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

11. In their Eighth Cause of Action, Plaintiffs assert a PAGA claim. Therefore, their claim must be brought on behalf of other current or former employees. *See* FAC, ¶¶ 56-60.

12. The Statute of Limitations on a claim for penalties under PAGA is one year. Cal. Civ. Code §340; *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1199 (2008). Plaintiffs filed their complaint on April 26, 2012. CLP workers did not work at the AVSRI First Solar jobsite prior April 26, 2011. *See e.g.*, Declaration of Abhi Putta in Support of Notice of Removal (“Putta Decl.”) at ¶¶ 2-3 (noting when CLP workers began working at jobsite).

13. From May 27, 2011, when the jobsite opened, to September 14, 2012, Defendant employed 270 workers at the First Solar, Inc. AVSRI jobsite where Plaintiffs worked. *See* Putta Decl. at ¶ 2. From May 27, 2011 to September 14, 2012, Defendant issued a total of 5305 paychecks to CLP workers at the First Solar, Inc. AVSRI jobsite where Plaintiffs worked. *Id.* at ¶ 3.

1 14. Although Plaintiffs seek PAGA penalties under a number of
 2 California Labor Code sections, given the number of aggrieved employees and
 3 paychecks at issue, Plaintiffs' allegation of just one PAGA penalty provision
 4 satisfies the jurisdictional prerequisites for removal. For example, in their Eighth
 5 Cause of Action, Plaintiffs seek penalties under Labor Code section 558 for
 6 violations of Labor Code section 510. Labor Code section 510 provides in part
 7 "[a]ny work in excess of eight hours in one workday and any work in excess of 40
 8 hours in any one workweek and the first eight hours worked on the seventh day of
 9 work in any one workweek shall be compensated at the rate of no less than one and
 10 one-half times the regular rate of pay for an employee." Labor Code section 558
 11 provides that:

12
 13 [a]ny employer or other person acting on behalf of an employer who
 14 violates, or causes to be violated, a section of this chapter or any
 15 provision regulating hours and days of work in any order of the
 16 Industrial Welfare Commission shall be subject to a civil penalty as
 17 follows: (1) For any initial violation, fifty dollars (\$50) for each
 18 underpaid employee for each pay period for which the employee was
 19 underpaid in addition to an amount sufficient to recover underpaid
 20 wages; (2) For each subsequent violation, one hundred dollars (\$100)
 21 for each underpaid employee for each pay period for which the
 22 employee was underpaid in addition to an amount sufficient to recover
 23 underpaid wages; (3) Wages recovered pursuant to this section shall
 24 be paid to the affected employee.

25 Plaintiffs allege that their "work shifts are from 7:00 a.m. to 3:30 p.m.
 26 Monday through Friday every week. Plaintiffs are only paid for their scheduled
 27 work shifts, notwithstanding Defendants' requirement that Plaintiffs report for duty
 28 before 7:00 a.m. and Plaintiffs do not stop working until after 3:30 p.m." FAC ¶ 7.
 Therefore, because Plaintiffs allege that they were required to work before and
 after their eight-hour shifts, it follows that at least one overtime violation occurred
 during each day of their employment. If even one overtime violation occurred for

1 each employee during each pay period, then even discounting the underpaid wage
 2 amount, the following penalties apply: 270 workers x \$50 per worker (for the first
 3 alleged pay period violation) = \$ 13,500. In addition, for each subsequent
 4 violation, there would be 5035 paychecks issued for each remaining pay period (or
 5 5305 total paychecks – 270 paychecks for the first violation) x \$100 = \$ 503,500.
 6 The total amount of penalties would be: \$13,500 (first alleged violation pay period
 7 penalties) + \$ 503,500 (subsequent penalties) = \$517,000.

8 15. Plaintiffs also seek attorneys' fees in their Complaint. It is well-
 9 settled that in determining the amount in controversy, the Court should consider
 10 the aggregate value of the claims as well as attorneys' fees. *See e.g., Galt G/S v.*
 11 *JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998) (claims for statutory
 12 attorneys' fees to be included in amount in controversy, regardless of whether such
 13 an award is discretionary or mandatory); *Goldberg v. CPC International, Inc.*, 678
 14 F.2d 1365, 1367 (9th Cir. 1982) (attorneys' fees may be taken into account to
 15 determine jurisdictional amount). The "measure of [attorneys'] fees should be the
 16 amount that can reasonably be anticipated at the time of removal, not those merely
 17 incurred." *Simmons v. PCR Tech.*, 209 F.Supp.2d 1029, 1034-35 (N.D. Cal. 2002).

18 7. Using Defendants' conservative methodology explained above, the
 19 total amount in controversy for Plaintiffs' claims for a portion of the PAGA
 20 penalties and attorneys' fees, calculated solely for the purposes of illustration,
 21 clearly exceeds the jurisdictional prerequisite of this Court.

22 8. Since diversity of citizenship exists between the Plaintiffs and
 23 Defendants and the matter in controversy between the parties is in excess of
 24 Seventy-Five Thousand Dollars (\$75,000), this Court has original jurisdiction of the
 25 action pursuant to 28 U.S.C. Section 1332(a)(1). This action is therefore a proper
 26 one for removal to this Court.

VENUE

7. Venue lies in the Central District California, Western Division, pursuant to 28 U.S.C. Sections 1441, 1446(a), and 84(c). This action was originally brought in the Superior Court of the State of California, County of Los Angeles.

NOTICE TO PLAINTIFF

8. Contemporaneously with the filing of this Notice of Removal in the United States District Court for the Central District of California, written notice of such filing will be served on Plaintiff's counsel of record: Alan Harris and Abigail Treanor. In addition, a copy of this Notice of Removal will be filed with the Clerk of the Court for Los Angeles Superior Court.

WHEREFORE, Defendant hereby removes the civil action against it in the Superior Court of the State of California, County of Los Angeles, to this Honorable District Court.

DATED: September 19, 2012

ONGARO BURTT & LOUDERBACK
LLP

By: David R. Ongaro / APW
David R. Ongaro
Attorneys for Defendants CLP
RESOURCES, INC. and
FIRST SOLAR, INC.

EXHIBIT A

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2 Abigail Treanor (SBN 228610)
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10 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JERIN SHERMAN and MATT
WATSON, individually,

Plaintiffs,

v.

CLP RESOURCES, INC., FIRST
SOLAR, INC., and DOES 1 to 20,

Defendants.

Case No.

COMPLAINT

1. Failure to Pay Overtime, Cal. Lab. Code §§ 1194 and 1198 and IWC Wage Order 16
2. Failure to Provide Accurate Itemized Wage Statements, Cal. Lab. Code § 226
3. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 and IWC Wage Order 16
4. Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7
5. Failure to Pay Minimum Wage and Overtime Compensation, Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Jerin Sherman and Matt Watson, by and through their undersigned attorneys,
2 allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action seeking overtime, damages, and attorneys' fees and
5 costs. Venue is proper in this judicial district, pursuant to California Code of Civil
6 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business,
7 have an agent, or are found in the County of Los Angeles and are within the jurisdiction
8 of this Court for purposes of service of process. The unlawful acts alleged herein had a
9 direct effect on and were committed within the County of Los Angeles, State of
10 California.

11 **PARTIES**

12 2. Plaintiff Jerin Sherman ("Sherman") is an individual who, during the time
13 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
14 First Solar, Inc. in the County of Los Angeles, State of California.

15 3. Plaintiff Matt Watson ("Watson") is an individual who, during the time
16 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
17 First Solar, Inc. in the County of Los Angeles, State of California. (Sherman and Watson
18 shall be collectively referred to as "Plaintiffs.")

19 4. CLP Resources, Inc. ("CLP") is a skilled trades-staffing company providing
20 skilled trades-people to a broad range of contractors. CLP is incorporated in Delaware
21 and has its headquarters in Reno, Nevada. CLP is authorized to do and does business in
22 the County of Los Angeles, State of California.

23 5. First Solar, Inc. ("FSI") designs, builds, and operates utility-scale solar
24 power plants. FSI is incorporated in Delaware and has its headquarters in Tempe,
25 Arizona. FSI is authorized to do and does business in the County of Los Angeles, State
26 of California. (CLP and FSI shall collectively be referred to as "Defendants.")

27 6. The true names and/or capacities, whether individual, corporate, associate or
28 otherwise, of defendants Does 1 to 20 inclusive, are unknown to Plaintiffs at this time,

1 who therefore sue said defendants by such fictitious names. When the true names and
2 capacities of said defendants have been ascertained, Plaintiffs will amend this complaint
3 accordingly. Plaintiffs are informed and believes and thereupon alleges that each
4 defendant designated herein as a Doe is responsible, negligently, intentionally,
5 contractually, or in some other actionable manner, for the events and happenings
6 hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs
7 as is hereinafter alleged, either through said defendants' own wrongful conduct or through
8 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
9 in some other manner.

10 **GENERAL ALLEGATIONS**

11 7. Defendants have employed Plaintiffs as skilled laborers from 2011 to the
12 present. Plaintiffs are current employees of Defendants. In this capacity, Plaintiffs
13 perform functions related to the construction of a solar power plant in the County of Los
14 Angeles. Plaintiffs' work shifts are from 7:00 a.m. to 3:30 p.m. Monday through Friday
15 every week. Plaintiffs are only paid for their scheduled work shifts, notwithstanding
16 Defendants' requirement that Plaintiffs report for duty before 7:00 a.m. and Plaintiffs do
17 not stop working until after 3:30 p.m.

18 8. At all times relevant hereto California Labor Code sections 1194 and 1198
19 and Industrial Welfare Commission ("IWC") Wage Order 16 required the payment of
20 overtime for hours worked over eight in a workday.

21 9. At all relevant times mentioned herein, California Labor Code section 1194
22 provided, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil
26 action the unpaid balance of the full amount of this minimum wage or
27 overtime compensation, including interest thereon, reasonable attorney's
28 fees, and costs of suit.

1 Cal. Lab. Code § 1194(a).

2 10. At all relevant times mentioned herein, section 1198 of the California Labor
3 Code provided:

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees. The employment of any employee for
7 longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.

9 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the
10 order [of the IWC]” and therefore incorporates by reference IWC Wage Order
11 Number 16. To date, Plaintiffs have not been paid for all of the hours they worked for
12 Defendants. By failing to pay Plaintiffs for all of their hours of work, CLP violated
13 section 1198 by employing Plaintiff “under conditions of labor prohibited by the order.”
14 Cal. Lab. Code § 1198.

15 11. IWC Wage Order 16 provides, in relevant part:

16 (A) Every employer shall pay to each employee wages of not less
17 than seven dollars and fifty cents (\$7.50) per hour for all hours worked,
18 effective January 1, 2007, and not less than eight dollars (\$8.00) per hour
19 for all hours worked, effective January 1, 2008.

20 (B) Every employer shall pay to each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage
22 for all hours worked in the payroll period, whether the remuneration is
23 measured by time, piece, commissioner, or otherwise.

24 8 Cal. Code Regs. § 11160(4).

25 12. At all relevant times mentioned herein, section 204 of the California Labor
26 Code provided, in relevant part:

27 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
28 earned by any person in any employment are due and payable twice during

1 each calendar month, on days designated in advance by the employer as the
 2 regular paydays. Labor performed between the 1st and 15th days, inclusive,
 3 of any calendar month shall be paid for between the 16th and the 26th day of
 4 the month during which the labor was performed, and labor performed
 5 between the 16th and the last day, inclusive, of any calendar month, shall be
 6 paid for between the 1st and 10th day of the following month.

7 Cal. Lab. Code § 204.

8 13. Similarly, at all times relevant hereto, the provisions of the Fair Labor
 9 Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* require the payment of at least minimum
 10 wage and overtime for hours worked over forty in a workweek. See 29 U.S.C. §§ 206
 11 and 207.

12 14. Plaintiffs were prevented from taking proper rest breaks as required by law.

13 15. At all times relevant hereto, section 226.7 of the California Labor Code
 14 provided:

15 (a) No employer shall require any employee to work during any . . . rest
 16 period mandated by an applicable order of the Industrial Welfare
 17 Commission.

18 (b) If an employer fails to provide an employee a . . . rest period in
 19 accordance with an applicable order of the Industrial Welfare Commission,
 20 the employer shall pay the employee one additional hour of pay at the
 21 employee's regular rate of compensation for each work day that the meal or
 22 rest period is not provided.

23 Cal. Lab. Code § 226.7.

24 16. IWC Wage Order 16 provides, in relevant part:

25 (A) Every employer shall authorize and permit all employees to take rest
 26 periods, which insofar as practicable shall be in the middle of each work
 27 period. Nothing in this provision shall prevent an employer from
 28 staggering rest periods to avoid interruption in the flow of work and to

maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

...

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

8 Cal. Code Regs. § 11160(11).

17. CLP violated section 226.7 of the California Labor Code and IWC Wage Order 16 by failing to compensate Plaintiffs for their hours worked on authorized rest periods. Accordingly, Plaintiffs are entitled to an additional hour of pay for each workday Plaintiffs were not properly provided their rest periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(11).

18. Compensation for missed rest periods constitutes wages within the meaning of section 200 *et seq.* of the California Labor Code.

19. To date, Defendants have failed to compensate Plaintiffs for all of their earned wages in accordance with the California Labor Code, IWC Wage Order 16, and/or the FLSA.

20. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

1 wages are paid by personal check or cash, an accurate itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a
4 salary and who is exempt from payment of overtime under subdivision (a) of
5 Section 515 or any applicable order of the Industrial Welfare Commission,
6 (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and
9 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
10 for which the employee is paid, (7) the name of the employee and his or her
11 social security number, except that by January 1, 2008, only the last four
12 digits of his or her social security number or an employee identification
13 number other than a social security number may be shown on the itemized
14 statement, (8) the name and address of the legal entity that is the employer,
15 and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.
17 The deductions made from payments of wages shall be recorded in ink or
18 other indelible form, properly dated, showing the month, day, and year, and a
19 copy of the statement or a record of the deductions shall be kept on file by
20 the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision (a) is entitled
25 to recover the greater of all actual damages or fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100)
27 per employee for each violation in a subsequent pay period, not exceeding an
28

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
2 award of costs and reasonable attorney's fees.

3 Cal. Lab. Code § 226.

4 21. Throughout the period of Plaintiffs' employment with CLP, CLP failed to
5 provide them with all of the data required by section 226(a) of the California Labor Code.
6 For example, **Exhibit 1** consists of a sample of Sherman's wage statements and **Exhibit 2**
7 consists of a sample of Watson's wage statements. The wage statements fail, *inter alia*,
8 to state the name and address of the legal entity that is the employer. Cal. Lab. Code §
9 226(a)(8).

10 22. At all relevant times mentioned herein, section 1174 of the California Labor
11 Code provided:

12 Keep, at a central location in the state or at the plants or
13 establishments at which employees are employed, payroll records showing
14 the hours worked daily by and the wages paid to, and the number of piece-
15 rate units earned by and any applicable piece rate paid to, employees
16 employed at the respective plants or establishments. These records shall be
17 kept in accordance with rules established for this purpose by the
18 commission, but in any case shall be kept on file for not less than two years.

19 Cal. Lab. Code § 1174(d).

20 23. IWC Wage Order 16 provides, in relevant part:

21 (A) Every employer who has control over wages, hours, or working
22 conditions shall keep accurate information with respect to each employee,
23 including the following:

24 (1) The employee's full name, home address, occupation, and social
25 security number. The employee's date of birth, if under 18 years of age, and
26 designation as a minor. Time records showing when the employee begins
27 and ends each work period. Meal periods, split shift intervals, and total
28

1 daily hours worked shall also be recorded. Meal periods during which
2 operations cease and authorized rest periods need not be recorded.

3 (2) Total wages paid each payroll period, including value of board,
4 lodging, or other compensation actually furnished to the employee.

5 (3) Total hours worked during the payroll period and applicable rates
6 of pay. This information shall be made readily available to the employee
7 upon reasonable request. When a piece rate or incentive plan is in operation,
8 piece rates or an explanation of the incentive plan formula shall be provided
9 to employees. An accurate production record shall be maintained by the
10 employer.

11 (B) Every employer who has control over wages, hours, or working
12 conditions shall semimonthly or at the time of each payment of wages
13 furnish each employee an itemized statement in writing showing: (1) all
14 deductions; (2) the inclusive dates of the period for which the employee is
15 paid; (3) the name of the employee or the employee's social security
16 number; and (4) the name of the employer, provided all deductions made on
17 written orders of the employee may be aggregated and shown as one item.
18 (See Labor Code Section 226.) This information shall be furnished either
19 separately or as a detachable part of the check, draft, or voucher paying the
20 employee's wages.

21 8 Cal. Code Regs. §11160(6)(A)–(B).

22 24. Defendant failed to maintain payroll records required by the California Labor
23 Code and IWC Wage Order 16. For example, Defendant failed to record the “[t]ime
24 records . . . when the employee begins and ends each work period.” 8 Cal. Code Regs.
25 §11160(6)(A)(1).

26 ////

FIRST CAUSE OF ACTION

(Cal. Lab. Code §§ 1194, 1194.2 and 1198 and IWC Wage Order 16,
Failure to Pay Overtime)
(On Behalf of Plaintiffs Against CLP)

25. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

26. Defendant CLP, by failing to pay Plaintiffs for the time they worked before 7:00 a.m. and after 3:30 p.m., has violated sections 1194 and 1198 of the California Labor Code and IWC Wage Order 16.

27. Plaintiffs are, accordingly, entitled to recovery of the unpaid balance of the full amount of their unpaid overtime, including interest thereon, reasonable attorneys' fees and costs of suit, in accordance with section 1194(a) of the California Labor Code.

28. Plaintiffs are also entitled to liquidated damages in accordance with section 1194.2 of the California Labor Code.

SECOND CAUSE OF ACTION

(Cal. Lab. Code § 226, Failure to Provide Accurate Information on Wage Statements)
(On Behalf of Plaintiffs Against Defendant CLP)

29. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

30. Defendant CLP employed Plaintiffs but failed to provide them with the data required by section 226(a) of the California Labor Code. For example, Defendant CLP failed to provide the name and address of the legal employer. See Cal. Lab. Code § 226(a)(8). Defendants actions were intentional and caused injury to Plaintiffs insofar as Plaintiffs were deprived of data to which they were legally entitled.

31. Accordingly, Plaintiffs are entitled to damages and costs and attorney's fees, demand for which is hereby made in accord with the provisions of California Labor Code section 226(e).

/////

THIRD CAUSE OF ACTION

(Failure to Maintain Accurate Payroll Time Records,
Labor Code section 1174, IWC Wage Order No. 16)
(On Behalf of Plaintiffs Against Defendant CLP)

32. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

33. Defendant CLP has violated California Labor Code section 1174 and IWC Wage Order No. 16 by willfully failing to keep required payroll records showing the actual hours and/or the begin and end time worked each day by Plaintiffs. Indeed, the IWC Wage Order requires that the employer maintain "[t]ime records showing when the employee begins and ends each work period." 8 Cal. Code Regs. § 11160(6)(A)(1). Defendant CLP failed to properly maintain such records.

34. As a direct and proximate result of Defendant CLP's failure to maintain payroll records, Plaintiffs suffered actual economic harm as they have been precluded from accurately monitoring the number of hours worked and thus seeking all accrued pay.

35. Plaintiffs request relief as described below.

FOURTH CAUSE OF ACTION

(Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and
IWC Wage Order 16)
(On Behalf of Plaintiffs Against Defendant CLP)

36. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

37. At all times herein relevant, section 226.7 of the California Labor Code and 8 California Code of Regulations section 11160 provided that employees must receive rest periods of ten minutes for each four hours of work. 8 Cal. Code Regs. 11160(11)(A).

38. Because Defendant CLP failed to properly provide the required rest periods, it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7 and California Code of Regulations section 11160,

1 for the period of time from the four years prior to the filing of the Complaint to date.
2 Plaintiffs request relief as described below.

3
4 **FIFTH CAUSE OF ACTION**

5 (Failure to Pay Minimum Wage and/or Overtime Compensation,
6 Fair Labor Standards Act, 29 U.S.C. § 216(b))
7 (On Behalf of Plaintiffs Against Defendants CLP and FSI)

8 39. Plaintiffs replead, reallege, and incorporate by reference each and every
9 allegation set forth in the Complaint.

10 40. Defendants CLP and FSI intentionally and improperly failed to pay Plaintiff
11 overtime compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides,
12 in relevant part:

13 [N]o employer shall employ any of his employees who in any workweek is
14 engaged in commerce or in the production of goods for commerce, or is
15 employed in an enterprise engaged in commerce or in the production of
16 goods for commerce, for a workweek longer than forty hours unless such
17 employee receives compensation for his employment in excess of the hours
18 above specified at a rate not less than one and one-half times the regular rate
19 at which he is employed.

20 29 U.S.C. § 207(a)(1).

21 41. During their employment with Defendants CLP and FSI, Plaintiffs were not
22 paid for all of their time worked.

23 42. Accordingly, Plaintiffs request payment of overtime compensation
24 according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C.
25 § 216(b).

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiffs pray for judgment as follows:

28 1. That, with respect to the First Cause of Action, this Court enter judgment in
favor of Plaintiffs for payment of their unpaid overtime, interest thereon, liquidated

1 damages, reasonable attorneys' fees and costs of suit, according to proof, in accordance
2 with sections 1194(a) and 1194.2 of the California Labor Code, against Defendant CLP.

3 2. That, with respect to the Second Cause of Action, this Court enter judgment
4 in favor of Plaintiffs for an injunction requiring compliance with the law, damages,
5 reasonable attorney's fees, and costs of suit, each according to proof, in accordance with
6 section 226(e) of the California Labor Code, against Defendant CLP.

7 3. That, with respect to the Third Cause of Action, Plaintiffs be awarded
8 judgment, damages, interest, and costs, according to proof.

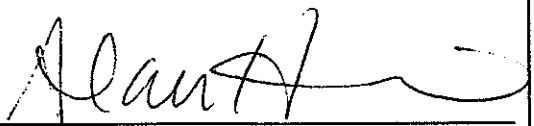
9 4. That, with respect to the Fourth Cause of Action, Plaintiffs be awarded an
10 additional hour of pay for each workday for which a rest period was not properly taken,
11 reasonable attorneys' fees, and costs of suit, each according to proof, pursuant to
12 California Labor Code section 226.7, against Defendant CLP.

13 5. That, with respect to the Fifth Cause of Action, Plaintiffs be awarded their
14 unpaid overtime compensation, liquidated damages, and attorneys' fees and costs,
15 according to proof, pursuant to 29 U.S.C. § 216(b), against Defendants CLP and FSI.

16 6. For such further relief as the Court may order.
17 Plaintiff demands a trial by jury as to all counts.

18 DATED: April 26, 2012

HARRIS & RUBLE

19 
20

21 Alan Harris
22 Attorney for Plaintiff
23
24
25
26
27
28

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9790639

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,053.68

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
32.00		42.33	1354.56						1,354.56
								Total:	1,354.56

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,354.56	Gross	13397.45		
FWH	142.34	FICA	756.94		
FICA	76.53	FWT	1591.41	LIFE	617.50
SWH	68.46	SDI	136.42		
SDI	13.55	SWT	737.08		
Total Deductions	300.88				
Net Pay	1,053.68				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2220325

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 15:40

Printer: tipsy

Printed By: PJ2

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9791977

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	15090.65		
FWH	227.00	FICA	852.60		
FICA	95.66	FWT	1818.41	LIFE	657.50
SWH	103.10	SDI	153.35		
SDI	16.93	SWT	840.18		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2222473

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 11:17

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9794370

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,016.80

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
30.50		42.33	1291.07						1,291.07
Total:									1,291.07

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,291.07	Gross	16381.72		
FWH	126.47	FICA	925.54		
FICA	72.94	FWT	1944.88	LIFE	688.00
SWH	61.96	SDI	166.26		
SDI	12.91	SWT	902.14		
Total Deductions	274.27				
Net Pay	1,016.80				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2226151

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 14:20

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9796906

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
Total:									1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	18074.92		
FWH	227.00	FICA	1021.20		
FICA	95.66	FWT	2171.88	LIFE	728.00
SWH	103.10	SDI	183.19		
SDI	16.93	SWT	1005.24		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229893

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:57

Printer: tipsy

Printed By: DV3

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9798522

Employee: JERIN SHERMAN

SSNum: XXX-XX-~~XXXX~~

Net Pay: 1,250.51

Check Date: 03/26/12

End Date: 03/25/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
Total:									1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	19768.12		
FWH	227.00	FICA	1116.86		
FICA	95.66	FWT	2398.88	LIFE	768.00
SWH	103.10	SDI	200.12		
SDI	16.93	SWT	1108.34		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2232617

Check Date: 03/26/12

End Date: 03/25/12

Pay Period: 12

Print Date: 03/26/12 12:49

Printer: tp6

Printed By: MD14

Pay Week: 03/25/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9787666

Employee: MATT WATSON

SSNum: XXX-XX-~~XXXX~~

Net Pay: 1,727.12

Check Date: 02/20/12

End Date: 02/19/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
37.00		59.46	2200.02						2,200.02
Total:									2,200.02

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,200.02	Gross	17243.40		
FWH	180.29	FICA	947.36		
FICA	124.30	FWT	1338.84	LIFE	651.00
SWH	146.31	SDI	171.48		
SDI	22.00	SWT	1081.40		
Total Deductions	472.90				
Net Pay	1,727.12				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2215725

Check Date: 02/20/12

End Date: 02/19/12

Pay Period: 7

Print Date: 02/20/12 09:58

Printer: tipsy

Printed By: MD14

Pay Week: 02/19/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9790369

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,835.41

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		59.46	2378.40						2,378.40
								Total:	2,378.40

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,378.40	Gross	19621.80		
FWH	220.27	FICA	1081.74		
FICA	134.38	FWT	1559.11	LIFE	691.00
SWH	164.56	SDI	195.26		
SDI	23.78	SWT	1245.96		
Total Deductions	542.99				
Net Pay	1,835.41				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2219981

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 14:07

Printer: tipsy

Printed By: MD14

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9791812

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
								Total:	2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	21911.01		
FWH	197.98	FICA	1211.08		
FICA	129.34	FWT	1757.09	LIFE	729.50
SWH	155.44	SDI	218.15		
SDI	22.89	SWT	1401.40		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2222257

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 10:38

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

EX-2-3

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9794273

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
								Total:	2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	24200.22		
FWH	197.98	FICA	1340.42		
FICA	129.34	FWT	1955.07	LIFE	768.00
SWH	155.44	SDI	241.04		
SDI	22.89	SWT	1556.84		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2225994

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 13:37

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Ex. 2-4

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9796875

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,381.87

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	25893.42		
FWH	104.27	FICA	1436.08		
FICA	95.66	FWT	2059.34	LIFE	808.00
SWH	94.47	SDI	257.97		
SDI	16.93	SWT	1651.31		
Total Deductions	311.33				
Net Pay	1,381.87				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229850

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:31

Printer: tp6

Printed By: MD14

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

EXHIBIT B

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
3 HARRIS & RUBLE
4 6424 Santa Monica Boulevard
5 Los Angeles, California 90038
6 Telephone: 323.962.3777
7 Facsimile: 323.962.3004
8 aharris@harrisandruble.com
9 atreanor@harrisandruble.com

10 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JERIN SHERMAN and MATT
WATSON, individually,

Plaintiffs,

v.

CLP RESOURCES, INC., FIRST
SOLAR, INC., and DOES 1 to 20,

Defendants.

Case No.

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime, Cal. Lab. Code §§ 1194 and 1198 and IWC Wage Order 16
2. Failure to Provide Accurate Itemized Wage Statements, Cal. Lab. Code § 226
3. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 and IWC Wage Order 16
4. Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7
5. Failure to Pay Minimum Wage and Overtime Compensation, Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
6. Continuing Wages, Cal. Lab. Code § 203
7. Failure to Reimburse Expenses, Cal. Lab. Code § 2802
8. Civil Penalties, Cal. Lab. Code § 2698 *et seq.*, Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiffs Jerin Sherman and Matt Watson, by and through their undersigned attorneys,
2 allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action seeking overtime, damages, and attorneys' fees and
5 costs. Venue is proper in this judicial district, pursuant to California Code of Civil
6 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business,
7 have an agent, or are found in the County of Los Angeles and are within the jurisdiction
8 of this Court for purposes of service of process. The unlawful acts alleged herein had a
9 direct effect on and were committed within the County of Los Angeles, State of
10 California.

11 **PARTIES**

12 2. Plaintiff Jerin Sherman ("Sherman") is an individual who, during the time
13 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
14 First Solar, Inc. in the County of Los Angeles, State of California.

15 3. Plaintiff Matt Watson ("Watson") is an individual who, during the time
16 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
17 First Solar, Inc. in the County of Los Angeles, State of California. (Sherman and Watson
18 shall be collectively referred to as "Plaintiffs.")

19 4. CLP Resources, Inc. ("CLP") is a skilled trades-staffing company providing
20 skilled trades-people to a broad range of contractors. CLP is incorporated in Delaware
21 and has its headquarters in Reno, Nevada. CLP is authorized to do and does business in
22 the County of Los Angeles, State of California.

23 5. First Solar, Inc. ("FSI") designs, builds, and operates utility-scale solar
24 power plants. FSI is incorporated in Delaware and has its headquarters in Tempe,
25 Arizona. FSI is authorized to do and does business in the County of Los Angeles, State
26 of California. (CLP and FSI shall collectively be referred to as "Defendants.")

27 6. The true names and/or capacities, whether individual, corporate, associate or
28 otherwise, of defendants Does 1 to 20 inclusive, are unknown to Plaintiffs at this time,

1 who therefore sue said defendants by such fictitious names. When the true names and
2 capacities of said defendants have been ascertained, Plaintiffs will amend this complaint
3 accordingly. Plaintiffs are informed and believes and thereupon alleges that each
4 defendant designated herein as a Doe is responsible, negligently, intentionally,
5 contractually, or in some other actionable manner, for the events and happenings
6 hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs
7 as is hereinafter alleged, either through said defendants' own wrongful conduct or through
8 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
9 in some other manner.

10 GENERAL ALLEGATIONS

11 7. Defendants have employed Plaintiffs as skilled laborers from 2011 to the
12 present. Plaintiffs are current employees of Defendants. In this capacity, Plaintiffs
13 perform functions related to the construction of a solar power plant in the County of Los
14 Angeles. Plaintiffs' work shifts are from 7:00 a.m. to 3:30 p.m. Monday through Friday
15 every week. Plaintiffs are only paid for their scheduled work shifts, notwithstanding
16 Defendants' requirement that Plaintiffs report for duty before 7:00 a.m. and Plaintiffs do
17 not stop working until after 3:30 p.m.

18 8. At all times relevant hereto California Labor Code sections 1194 and 1198
19 and Industrial Welfare Commission ("IWC") Wage Order 16 required the payment of
20 overtime for hours worked over eight in a workday.

21 9. At all relevant times mentioned herein, California Labor Code section 1194
22 provided, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil
26 action the unpaid balance of the full amount of this minimum wage or
27 overtime compensation, including interest thereon, reasonable attorney's
28 fees, and costs of suit.

1 Cal. Lab. Code § 1194(a).

2 10. At all relevant times mentioned herein, section 1198 of the California Labor
3 Code provided:

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees. The employment of any employee for
7 longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.

9 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the
10 order [of the IWC]” and therefore incorporates by reference IWC Wage Order
11 Number 16. To date, Plaintiffs have not been paid for all of the hours they worked for
12 Defendants. By failing to pay Plaintiffs for all of their hours of work, CLP violated
13 section 1198 by employing Plaintiff “under conditions of labor prohibited by the order.”
14 Cal. Lab. Code § 1198.

15 11. IWC Wage Order 16 provides, in relevant part:

16 (A) Every employer shall pay to each employee wages of not less
17 than seven dollars and fifty cents (\$7.50) per hour for all hours worked,
18 effective January 1, 2007, and not less than eight dollars (\$8.00) per hour
19 for all hours worked, effective January 1, 2008.

20 (B) Every employer shall pay to each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage
22 for all hours worked in the payroll period, whether the remuneration is
23 measured by time, piece, commissioner, or otherwise.

24 8 Cal. Code Regs. § 11160(4).

25 12. At all relevant times mentioned herein, section 204 of the California Labor
26 Code provided, in relevant part:

27 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
28 earned by any person in any employment are due and payable twice during

1 each calendar month, on days designated in advance by the employer as the
2 regular paydays. Labor performed between the 1st and 15th days, inclusive,
3 of any calendar month shall be paid for between the 16th and the 26th day of
4 the month during which the labor was performed, and labor performed
5 between the 16th and the last day, inclusive, of any calendar month, shall be
6 paid for between the 1st and 10th day of the following month.

7 Cal. Lab. Code § 204.

8 13. Similarly, at all times relevant hereto, the provisions of the Fair Labor
9 Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* require the payment of at least minimum
10 wage and overtime for hours worked over forty in a workweek. See 29 U.S.C. §§ 206
11 and 207.

12 14. Plaintiffs were prevented from taking proper rest breaks as required by law.

13 15. At all times relevant hereto, section 226.7 of the California Labor Code
14 provided:

15 (a) No employer shall require any employee to work during any . . . rest
16 period mandated by an applicable order of the Industrial Welfare
17 Commission.

18 (b) If an employer fails to provide an employee a . . . rest period in
19 accordance with an applicable order of the Industrial Welfare Commission,
20 the employer shall pay the employee one additional hour of pay at the
21 employee's regular rate of compensation for each work day that the meal or
22 rest period is not provided.

23 Cal. Lab. Code § 226.7.

24 16. IWC Wage Order 16 provides, in relevant part:

25 (A) Every employer shall authorize and permit all employees to take rest
26 periods, which insofar as practicable shall be in the middle of each work
27 period. Nothing in this provision shall prevent an employer from
28 staggering rest periods to avoid interruption in the flow of work and to

maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

...

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

8 Cal. Code Regs. § 11160(11).

17. CLP violated section 226.7 of the California Labor Code and IWC Wage Order 16 by failing to compensate Plaintiffs for their hours worked on authorized rest periods. Accordingly, Plaintiffs are entitled to an additional hour of pay for each workday Plaintiffs were not properly provided their rest periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(11).

18. Compensation for missed rest periods constitutes wages within the meaning of section 200 *et seq.* of the California Labor Code.

19. To date, Defendants have failed to compensate Plaintiffs for all of their earned wages in accordance with the California Labor Code, IWC Wage Order 16, and/or the FLSA.

20. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

1 wages are paid by personal check or cash, an accurate itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a
4 salary and who is exempt from payment of overtime under subdivision (a) of
5 Section 515 or any applicable order of the Industrial Welfare Commission,
6 (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and
9 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
10 for which the employee is paid, (7) the name of the employee and his or her
11 social security number, except that by January 1, 2008, only the last four
12 digits of his or her social security number or an employee identification
13 number other than a social security number may be shown on the itemized
14 statement, (8) the name and address of the legal entity that is the employer,
15 and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.
17 The deductions made from payments of wages shall be recorded in ink or
18 other indelible form, properly dated, showing the month, day, and year, and a
19 copy of the statement or a record of the deductions shall be kept on file by
20 the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision (a) is entitled
25 to recover the greater of all actual damages or fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100)
27 per employee for each violation in a subsequent pay period, not exceeding an
28

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
2 award of costs and reasonable attorney's fees.

3 Cal. Lab. Code § 226.

4 21. Throughout the period of Plaintiffs' employment with CLP, CLP failed to
5 provide them with all of the data required by section 226(a) of the California Labor Code.
6 For example, Defendant's wage statements fail, inter alia, to state the name and address of
7 the legal entity that is the employer. Cal. Lab. Code § 226(a)(8). In addition, they fail to
8 inform Plaintiffs with respect to the total hours worked, net and gross wages earned, and
9 all applicable hourly rates.

10 22. At all relevant times mentioned herein, section 1174 of the California Labor
11 Code provided:

12 Keep, at a central location in the state or at the plants or
13 establishments at which employees are employed, payroll records showing
14 the hours worked daily by and the wages paid to, and the number of piece-
15 rate units earned by and any applicable piece rate paid to, employees
16 employed at the respective plants or establishments. These records shall be
17 kept in accordance with rules established for this purpose by the
18 commission, but in any case shall be kept on file for not less than two years.

19 Cal. Lab. Code § 1174(d).

20 23. IWC Wage Order 16 provides, in relevant part:

21 (A) Every employer who has control over wages, hours, or working
22 conditions shall keep accurate information with respect to each employee,
23 including the following:

24 (1) The employee's full name, home address, occupation, and social
25 security number. The employee's date of birth, if under 18 years of age, and
26 designation as a minor. Time records showing when the employee begins
27 and ends each work period. Meal periods, split shift intervals, and total
28

1 daily hours worked shall also be recorded. Meal periods during which
 2 operations cease and authorized rest periods need not be recorded.

3 (2) Total wages paid each payroll period, including value of board,
 4 lodging, or other compensation actually furnished to the employee.

5 (3) Total hours worked during the payroll period and applicable rates
 6 of pay. This information shall be made readily available to the employee
 7 upon reasonable request. When a piece rate or incentive plan is in operation,
 8 piece rates or an explanation of the incentive plan formula shall be provided
 9 to employees. An accurate production record shall be maintained by the
 10 employer.

11 (B) Every employer who has control over wages, hours, or working
 12 conditions shall semimonthly or at the time of each payment of wages
 13 furnish each employee an itemized statement in writing showing: (1) all
 14 deductions; (2) the inclusive dates of the period for which the employee is
 15 paid; (3) the name of the employee or the employee's social security
 16 number; and (4) the name of the employer, provided all deductions made on
 17 written orders of the employee may be aggregated and shown as one item.
 18 (See Labor Code Section 226.) This information shall be furnished either
 19 separately or as a detachable part of the check, draft, or voucher paying the
 20 employee's wages.

21 8 Cal. Code Regs. §11160(6)(A)–(B).

22 24. Defendant failed to maintain payroll records required by the California Labor
 23 Code and IWC Wage Order 16. For example, Defendant failed to record the “[t]ime
 24 records . . . when the employee begins and ends each work period.” 8 Cal. Code Regs.
 25 §11160(6)(A)(1).

26 25. Section 2699 of the California Labor Code, the Labor Code Private
 27 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

28 (a) Notwithstanding any other provision of law, any provision of this code

1 that provides for a civil penalty to be assessed and collected by the Labor
2 and Workforce Development Agency or any of its departments, divisions,
3 boards, agencies or employees, for a violation of this code, may, as an
4 alternative, be recovered through a civil action brought by an aggrieved
5 employee on behalf of himself or herself and other current or former
6 employees.

7

8 (f) For all provisions of this code except those for which a civil penalty is
9 specifically provided, there is established a civil penalty for a violation of
10 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
11 person employs one or more employees, the civil penalty is one hundred
12 dollars (\$100) for each aggrieved employee per pay period for the initial
13 violation and two hundred dollars (\$200) for each aggrieved employee per
14 pay period for each subsequent violation.

15

16 (g) Except as provided in paragraph (2), an aggrieved employee may recover
17 the civil penalty described in subdivision (f) in a civil action pursuant to the
18 procedures specified in Section 2699.3 filed on behalf of himself or herself
19 and other current or former employees against whom one or more of the
20 alleged violations was committed. Any employee who prevails in any action
21 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
22 in this part shall operate to limit an employee's right to pursue or recover
23 other remedies available under state or federal law, either separately or
24 concurrently with an action taken under this part.

25 Cal. Lab. Code § 2699.

26 26. At all times relevant herein, section 226.3 of the California Labor Code
27 provided, in relevant part:
28

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per employee per violation in an initial citation and one thousand dollars (\$ 1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

Cal. Lab. Code § 226.3.

27. At all times relevant herein, section 210 of the California Labor Code provided, in relevant part:

(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Cal. Lab. Code § 210.

28. At all times relevant herein, section 1197.1 of the California Labor Code provided, in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty as follows:

1 (1) For any initial violation that is intentionally committed, one hundred
2 dollars (\$100) for each underpaid employee for each pay period for which
3 the employee is underpaid.

4 (2) For each subsequent violation for the same specific offense, two
5 hundred fifty dollars (\$250) for each underpaid employee for each pay period
6 for which the employee is underpaid regardless of whether the initial
7 violation is intentionally committed.

8 Cal. Lab. Code § 1197.1.

9 29. Wage Order 16 provides for civil penalties with respect to violations
10 of the Wage Order:

11 (A) Penalties for Violations of the Provisions of this Order. Any employer
12 or any other person acting on behalf of the employer who violates, or causes
13 to be violated, the provisions of this order, shall be subject to civil and
14 criminal penalties as provided by law. In addition, violation of any
15 provision of this order shall be subject to a civil penalty as follows: (1)
16 Initial Violation - \$50.00 for each underpaid employee for each pay period
17 during which the employee was underpaid in addition to the amount which
18 is sufficient to recover unpaid wages. (2) Subsequent Violations - \$100.00
19 for each underpaid employee for each pay period during which the
20 employee was underpaid in addition to an amount which is sufficient to
21 recover unpaid wages. (3) The affected employee shall receive payment of
22 all wages recovered. The labor commissioner may also issue citations
23 pursuant to California Labor Code Section 1197.1 for non-payment of
24 wages for overtime work in violation of this order.

25 8 Cal. Code Regs. §11160(18)(A).

26 /////
27
28

FIRST CAUSE OF ACTION

(Cal. Lab. Code §§ 1194, 1194.2 and 1198 and IWC Wage Order 16,
Failure to Pay Overtime)
(On Behalf of Plaintiffs Against CLP)

30. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

31. Defendant CLP, by failing to pay Plaintiffs for the time they worked before 7:00 a.m. and after 3:30 p.m., has violated sections 1194 and 1198 of the California Labor Code and IWC Wage Order 16.

32. Plaintiffs are, accordingly, entitled to recovery of the unpaid balance of the full amount of their unpaid overtime, including interest thereon, reasonable attorneys' fees and costs of suit, in accordance with section 1194(a) of the California Labor Code.

33. Plaintiffs are also entitled to liquidated damages in accordance with section 1194.2 of the California Labor Code.

SECOND CAUSE OF ACTION

(Cal. Lab. Code § 226, Failure to Provide Accurate Information on Wage Statements)
(On Behalf of Plaintiffs Against Defendant CLP)

34. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

35. Defendant CLP employed Plaintiffs but failed to provide them with the data required by section 226(a) of the California Labor Code. For example, Defendant CLP failed to provide the name and address of the legal employer. See Cal. Lab. Code § 226(a)(8). Defendants actions were intentional and caused injury to Plaintiffs insofar as Plaintiffs were deprived of data to which they were legally entitled.

36. Accordingly, Plaintiffs are entitled to damages and costs and attorney's fees, demand for which is hereby made in accord with the provisions of California Labor Code section 226(e).

/////

THIRD CAUSE OF ACTION

(Failure to Maintain Accurate Payroll Time Records,
Labor Code section 1174, IWC Wage Order No. 16)
(On Behalf of Plaintiffs Against Defendant CLP)

37. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

38. Defendant CLP has violated California Labor Code section 1174 and IWC Wage Order No. 16 by willfully failing to keep required payroll records showing the actual hours and/or the begin and end time worked each day by Plaintiffs. Indeed, the IWC Wage Order requires that the employer maintain "[t]ime records showing when the employee begins and ends each work period." 8 Cal. Code Regs. § 11160(6)(A)(1). Defendant CLP failed to properly maintain such records.

39. As a direct and proximate result of Defendant CLP's failure to maintain payroll records, Plaintiffs suffered actual economic harm as they have been precluded from accurately monitoring the number of hours worked and thus seeking all accrued pay.

40. Plaintiffs request relief as described below.

FOURTH CAUSE OF ACTION

(Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and
IWC Wage Order 16)
(On Behalf of Plaintiffs Against Defendant CLP)

41. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

42. At all times herein relevant, section 226.7 of the California Labor Code and 8 California Code of Regulations section 11160 provided that employees must receive rest periods of ten minutes for each four hours of work. 8 Cal. Code Regs. 11160(11)(A).

43. Because Defendant CLP failed to properly provide the required rest periods, it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7 and California Code of Regulations section 11160, for the period of time from the four years prior to the filing of the Complaint to date.

1 Plaintiffs request relief as described below.

2 **FIFTH CAUSE OF ACTION**

3 (Failure to Pay Minimum Wage and/or Overtime Compensation,
4 Fair Labor Standards Act, 29 U.S.C. § 216(b))

5 (On Behalf of Plaintiffs Against Defendants CLP and FSI)

6 44. Plaintiffs replead, reallege, and incorporate by reference each and every
7 allegation set forth in the Complaint.

8 45. Defendants CLP and FSI intentionally and improperly failed to pay Plaintiff
9 overtime compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides,
10 in relevant part:

11 [N]o employer shall employ any of his employees who in any workweek is
12 engaged in commerce or in the production of goods for commerce, or is
13 employed in an enterprise engaged in commerce or in the production of
14 goods for commerce, for a workweek longer than forty hours unless such
15 employee receives compensation for his employment in excess of the hours
16 above specified at a rate not less than one and one-half times the regular rate
17 at which he is employed.

18 29 U.S.C. § 207(a)(1).

19 46. During their employment with Defendants CLP and FSI, Plaintiffs were not
20 paid for all of their time worked.

21 47. Accordingly, Plaintiffs request payment of overtime compensation
22 according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C.
23 § 216(b).

24 **SIXTH CAUSE OF ACTION**

25 (Cal. Lab. Code § 203—Continuing Wages)

26 (On Behalf of Plaintiffs Against Defendant CLP)

27 48. Plaintiffs replead, reallege, and incorporate by reference each and every
28 allegation set forth in the Complaint.

49. Plaintiffs were discharged on or about May 25, 2012, but were not provided

1 all of their wages within the time required by section 201 of the California Labor Code,
2 despite Defendant CLP's knowledge of its obligation to do so. Defendant CLP's actions
3 were "willful" within the meaning of section 203 of the California Labor Code.

4 50. Plaintiffs are therefore entitled to thirty days of continuing wages pursuant to
5 California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 (Cal. Lab. Code § 2802— Indemnification and Reimbursement of Expenditures)
8 (On Behalf of Plaintiffs Against Defendant CLP)

9 51. Plaintiffs replead, reallege, and incorporate by reference each and every
10 allegation set forth in the Complaint.

11 52. At all relevant times herein, California Labor Code section 2802 provided, in
12 relevant part:

13 (a) An employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or duties

16 (b) All awards made by a court . . . for reimbursement of necessary
17 expenditures under this section shall carry interest at the same rate as
18 judgments in civil actions. Interest shall accrue from the date on which the
19 employee incurred the necessary expenditure or loss.

20 (c) For purposes of this section, the term "necessary expenditures or losses"
21 shall include all reasonable costs, including, but not limited to, attorney's fees
22 incurred by the employee enforcing rights granted by this section.

23 Cal. Lab. Code § 2802.

24 53. At all relevant times herein, Wage Order 16 provided, in relevant part:

25 (A) When the employer requires uniforms to be worn by the employee as a
26 condition of employment, such uniforms shall be provided and maintained
27 by the employer. The term "uniform" includes wearing apparel and
28 accessories of distinctive design or color.

(B) When the employer requires the use of tools or equipment or they are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

8 Cal. Code Regs. §11160(8).

54. In the discharge of their duties, Defendant CLP required Plaintiffs to wear protective gear for which they provided and maintained personally and were not reimbursed for their out-of-pocket expenses.

55. Pursuant to section 2802 of the California Labor Code, Plaintiffs are entitled to reimbursement of their out-of-pocket expenses from Defendant, interest thereon, attorneys' fees and costs, according to proof.

EIGHTH CAUSE OF ACTION

(Cal. Lab. Code § 2698 *et seq.*, Civil Penalties Under the Private Attorneys General Act)
(On Behalf of Plaintiffs Against Defendant CLP)

56. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

57. Pursuant to California Labor Code section 2699.3(a)(1), on or about April 26, 2012, Plaintiffs gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants, through its registered agents for service of process, of the specific provisions of the California Labor Code alleged to have been violated by Defendant CLP, including the facts and theories specified in the original complaint filed on April 26, 2012. A copy of the April 26, 2012, letter and certified mail receipts are attached hereto as **Exhibit 3**.

58. At all relevant times herein, California Labor Code section 2699.3(a)(2)(A) provided:

1 The agency shall notify the employer and the aggrieved employee or
2 representative by certified mail that it does not intend to investigate the
3 alleged violation within 30 calendar days of the postmark date of the notice
4 received pursuant to paragraph (1). Upon receipt of that notice or if no notice
5 is provided within 33 calendar days of the postmark date of the notice given
6 pursuant to paragraph (1), the aggrieved employee may commence a civil
7 action pursuant to Section 2699.

8 Cal. Lab. Code § 2699.3(a)(2)(A). On May 21, 2012, the LWDA indicated that it does not
9 intend to investigate Plaintiffs' allegations. Attached hereto as **Exhibit 4** is the May 21,
10 2012, letter from the LWDA. Accordingly, pursuant to section 2699.3(a)(2)(A),
11 Plaintiffs "may commence a civil action pursuant to Section 2699." Cal. Lab. Code §
12 2699.3(a)(2)(A).

13 59. Section 210 of the California Labor Code provides for civil penalties for
14 each violation of section 204. Section 226.3 of the California Labor Code provides for
15 civil penalties for each violation of section 226 (a). Section 558 provides for civil
16 penalties for each violation of sections 510 and 512. Section 1197.1 provides for civil
17 penalties for each violation of section 1194. Section 2699(f) of the California Labor
18 Code provides for civil penalties for violations of the California Labor Code, for which a
19 specific civil penalty is not provided and the applicable Industrial Welfare Commission
20 Wage Order. Section 2699(a) provides that civil penalties may be "recovered through a
21 civil action brought by an aggrieved employee on behalf of himself or herself and other
22 current or former employees." Cal. Lab. Code § 2699(a). Section 2699(g) provides that an
23 employee who prevails in a civil action under section 2699 shall be entitled to an award
24 of reasonable attorneys' fees and costs.

25 60. The State of California and Plaintiffs are, therefore, entitled to civil
26 penalties, attorneys' fees, and costs according to proof.
27
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That, with respect to the First Cause of Action, this Court enter judgment in favor of Plaintiffs for payment of their unpaid overtime, interest thereon, liquidated damages, reasonable attorneys' fees and costs of suit, according to proof, in accordance with sections 1194(a) and 1194.2 of the California Labor Code, against Defendant CLP.

2. That, with respect to the Second Cause of Action, this Court enter judgment in favor of Plaintiffs for an injunction requiring compliance with the law, damages, reasonable attorney's fees, and costs of suit, each according to proof, in accordance with section 226(e) of the California Labor Code, against Defendant CLP.

3. That, with respect to the Third Cause of Action, Plaintiffs be awarded judgment, damages, interest, and costs, according to proof.

4. That, with respect to the Fourth Cause of Action, Plaintiffs be awarded an additional hour of pay for each workday for which a rest period was not properly taken, reasonable attorneys' fees, and costs of suit, each according to proof, pursuant to California Labor Code section 226.7, against Defendant CLP.

5. That, with respect to the Fifth Cause of Action, Plaintiffs be awarded their unpaid overtime compensation, liquidated damages, and attorneys' fees and costs, according to proof, pursuant to 29 U.S.C. § 216(b), against Defendants CLP and FSI.

6. That, with respect to the Sixth Cause of Action, Plaintiffs be awarded thirty days continuing wages pursuant to California Labor Code section 203 against Defendant CLP.

7. That, under the Seventh Cause of Action, it be adjudged Plaintiffs be awarded reimbursement of her expenses and interest, and attorneys' fees and costs, according to proof, pursuant to section 2802 of the California Labor Code against Defendant CLP.

8. That, under the Eighth Cause of Action, it be adjudged that the State of California and Plaintiff be awarded civil penalties, attorneys' fees and costs, in an amount

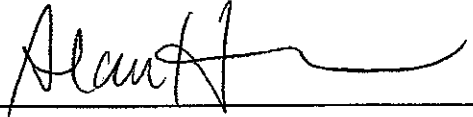
1 according to proof against Defendant CLP.

2 9. For such further relief as the Court may order.

3 Plaintiff demands a trial by jury as to all counts.

4 DATED: July 2, 2012

HARRIS & RUBLE

5 

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7 Alan Harris
8 *Attorney for Plaintiff*
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Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9790639

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,053.68

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
12.00		42.33	1354.56						1,354.56
Total:									1,354.56

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,354.56	Gross	13397.45		
FWH	142.34	FICA	756.94		
FICA	76.53	FWT	1591.41	LIFE	617.50
SWH	68.46	SDI	136.42		
SDI	13.55	SWT	737.08		
Total Deductions	300.88				
Net Pay	1,053.68				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2220325

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 15:40

Printer: tipsy

Printed By: PJ2

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

Ex. 1-1

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9791977

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
Total:									1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	15090.65		
FWH	227.00	FICA	852.60		
FICA	95.66	FWT	1818.41	LIFE	657.50
SWH	103.10	SDI	153.35		
SDI	16.93	SWT	840.18		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2223473

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 11:17

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9794370

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,016.80

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
30.50		42.33	1291.07						1,291.07
								Total:	1,291.07

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,291.07	Gross	16381.72		
FWH	126.47	FICA	925.54		
FICA	72.94	FWT	1944.88	LIFE	688.00
SWH	61.96	SDI	166.26		
SDI	12.91	SWT	902.14		
Total Deductions	274.27				
Net Pay	1,016.80				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2226151

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 14:20

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9796906

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	18074.92		
FWH	227.00	FICA	1021.20		
FICA	95.66	FWT	2171.88	LIFE	728.00
SWH	103.10	SDI	183.19		
SDI	16.93	SWT	1005.24		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229893

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:57

Printer: tipay

Printed By: DV3

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9798522

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/26/12

End Date: 03/25/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	19768.12		
FWH	227.00	FICA	1116.86		
FICA	95.66	FWT	2398.88	LIFE	768.00
SWH	103.10	SDI	290.12		
SDI	16.93	SWT	1108.34		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2232617

Check Date: 03/26/12

End Date: 03/25/12

Pay Period: 12

Print Date: 03/26/12 12:49

Printer: tp6

Printed By: MD14

Pay Week: 03/25/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9787666

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,727.12

Check Date: 02/20/12

End Date: 02/19/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
37.00		59.46	2200.02						2,200.02
								Total:	2,200.02

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,200.02	Gross	17243.40		
FWH	180.29	FICA	947.36		
FICA	124.30	FWT	1338.84	LIFE	651.00
SWH	146.31	SDI	171.48		
SDI	22.00	SWT	1081.40		
Total Deductions	472.90				
Net Pay	1,727.12				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2215725

Check Date: 02/20/12

End Date: 02/19/12

Pay Period: 7

Print Date: 02/20/12 09:58

Printer: tipsy

Printed By: MD14

Pay Week: 02/19/12

Transaction Change Log

No changes made to transaction

EX-2-1

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9790369

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,835.41

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		59.46	2378.40						2,378.40
								Total:	2,378.40

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,378.40	Gross	19621.80		
FWH	220.27	FICA	1081.74		
FICA	134.38	FWT	1559.11	LIFE	691.00
SWH	164.56	SDI	195.26		
SDI	23.78	SWT	1245.96		
Total Deductions	542.99				
Net Pay	1,835.41				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2219981

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 14:07

Printer: tipsy

Printed By: MD14

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9791812

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
								Total:	2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	21911.01		
FWH	197.98	FICA	1211.08		
FICA	129.34	FWT	1757.09	LIFE	729.50
SWH	155.44	SDI	218.15		
SDI	22.89	SWT	1401.40		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2222257

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 10:38

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9794273

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
Total:									2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	24200.22		
FWH	197.98	FICA	1340.42		
FICA	129.34	FWT	1955.07	LIFE	768.00
SWH	155.44	SDI	241.04		
SDI	22.89	SWT	1556.84		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2225994

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 13:37

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9796875

Employee: MATT WATSON

SSNum: XXX-XX-■■■■

Net Pay: 1,381.87

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	25893.42		
FWH	104.27	FICA	1436.08		
FICA	95.66	FWT	2059.34	LIFE	808.00
SWH	94.47	SDI	257.97		
SDI	16.93	SWT	1651.31		
Total Deductions	311.33				
Net Pay	1,381.87				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229850

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:31

Printer: tp6

Printed By: MD14

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

CALIFORNIA OFFICE:

6424 SANTA MONICA BLVD.
LOS ANGELES, CA 90038
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

ABIGAIL TREANOR**
DAVID ZELENSKI**
PRIYA MOHAN**
JONATHAN DAVIS**
LORRAINE AGUILAR**

*ADMITTED IN ILLINOIS ONLY

**ADMITTED IN CALIFORNIA ONLY

ILLINOIS OFFICE:

330 WEST MAIN STREET
BARRINGTON, IL 60010
TELEPHONE: 312.543.0967

RICHARD LENG*
Of Counsel

April 26, 2012

VIA CERTIFIED MAIL

Marty Morgenstern
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

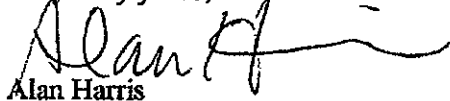
Re: Sherman et al. v. CLP Resources, Inc., et al., Los Angeles Superior Court Case No. BC 483549.

Secretary Morgenstern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Jerin Sherman and Matt Watson hereby allege with respect to their employment with CLP Resources, Inc. ("CLP"), that it violated provisions of the California Labor Code. Specifically, Mr. Sherman and Watson allege that CLP violated section 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and the applicable Industrial Welfare Commission Wage Order. The facts and circumstances concerning the alleged violations are outlined in the Complaint, which is enclosed with this correspondence.

Please advise whether you will proceed with an investigation of this matter or whether Mr. Sherman and Mr. Watson may seek civil-penalty recovery for the alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,


Alan Harris

enclosure

cc (with enclosure) via certified mail to registered agent for CLP Resources, Inc., CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017; via certified mail to registered agent for First Solar, Inc., CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017

Exhibit 3



**STATE OF CALIFORNIA
Labor & Workforce Development Agency**

GOVERNOR Edmund G. Brown Jr. • SECRETARY Marty Morgenstern

Agricultural Labor Relations Board • California Unemployment Insurance Appeals Board
California Workforce Investment Board • Department of Industrial Relations
Economic Strategy Panel • Employment Development Department • Employment Training Panel

May 21, 2012

CERTIFIED MAIL

Harris & Ruble
6424 Santa Monica Blvd.
Los Angeles, CA 90038

RE: Employer: CLP Resources, Inc.; et al./o CT Corporation System
RE: Employee(s): Jerin Sherman and Matt Watson
RE: LWDA No: 10439

This is to inform you that the Labor and Workforce Development Agency (LWDA) received your notice of alleged Labor Code violations pursuant to Labor Code Section 2699, postmarked April 27, 2012, and after review, does not intend to investigate the allegations.

As a reminder to you, the provisions of Labor Code Section 2699(i) provides that "...civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code." Labor Code Section 2699(l) specifies "[T]he superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part."

Consequently, you must advise us of the results of the litigation, and forward a copy of the court judgment or the court-approved settlement agreement. Please be certain to reference the above LWDA assigned Case Number in any future correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Hoffner".

Doug Hoffner
Undersecretary

Cc: CLP Resources, Inc.; et al./o CT Corporation System
818 W. 7th Street
Los Angeles, CA 90017

Exhibit 4

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On August 20, 2012, I served the within document(s):
FIRST AMENDED COMPLAINT.

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on August 20, 2012, at Los Angeles, California.


Abigail Treanor

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alan Harris (SBN 146079) Abigail Treanor (SBN 228610) Harris & Ruble 6424 Santa Monica Boulevard Los Angeles, CA 90038 TELEPHONE NO.: 323-962-3777 FAX NO. (Optional): 323-962-3004 E-MAIL ADDRESS (Optional): aharris@harrisandruble.com, atreanor@harrisandruble.com ATTORNEY FOR (Name): Plaintiffs	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk	
PLAINTIFF/PETITIONER: Jerin Sherman and Matt Watson DEFENDANT/RESPONDENT: CLP Resources, Inc.	CASE NUMBER: BC 483549
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☐ summons
 - b. ☐ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): First Amended Complaint
3. a. Party served (specify name of party as shown on documents served):
CLP Resources, Inc.
- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:
Ongaro Burt Louderback, LLP, 650 California Street, 5th Floor, San Francisco, CA 94108
5. I served the party (check proper box)
 - a. ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: Jerin Sherman and Matt Watson	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☒ **by other means (specify means of service and authorizing code section):**
California Code of Civil Procedure section 1013.

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **CLP Resources, Inc.**
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **Abigail Treanor**
- b. Address: **6424 Santa Monica Boulevard, Los Angeles, CA 90038**
- c. Telephone number: **323-962-3777**
- d. The fee for service was: **\$ 0**
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☒ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: August 20, 2012

Abigail Treanor

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Abigail Treanor

(SIGNATURE)

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On August 20, 2012, I served the within document(s):
PROOF OF SERVICE OF FIRST AMENDED COMPLAINT.

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on August 20, 2012, at Los Angeles, California.


Abigail Treanor

(Separate proof of service is required for each party served.)

- Page 1 of 2

PLAINTIFF/PETITIONER: Jerin Sherman and Matt Watson	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☒ by other means (specify means of service and authorizing code section):
California Code of Civil Procedure section 1013.

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): CLP Resources, Inc.
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: Abigail Treanor
- b. Address: 6424 Santa Monica Boulevard, Los Angeles, CA 90038
- c. Telephone number: 323-962-3777
- d. The fee for service was: \$ 0
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☒ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: August 20, 2012

Abigail Treanor

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Abigail Treanor

(SIGNATURE)

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On August 20, 2012, I served the within document(s):
PROOF OF SERVICE OF FIRST AMENDED COMPLAINT.

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on August 20, 2012, at Los Angeles, California.


Abigail Treanor

EXHIBIT C

COPY

1 DAVID R. ONGARO, State Bar No. 154698
dongaro@obllaw.com
2 AMELIA D. WINCHESTER, State Bar No. 257928
awinchester@obllaw.com
3 ONGARO BURTT & LOUDERBACK LLP
650 California Street, Fifth Floor
4 San Francisco, CA 94108
Telephone: 415-433-3900
5 Facsimile: 415-433-3950
6 Attorneys for Defendants
CLP RESOURCES, INC. and
7 FIRST SOLAR, INC.

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAY 24 2012

John A. Clarke, Executive Officer/Clerk
BY Rigena Jiliano Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT

12
13 JERIN SHERMAN and MATT WATSON;
individually,

14 Plaintiffs,

15 v.

16 CLP RESOURCES, INC., FIRST SOLAR,
17 INC., AND DOES 1-20,

18 Defendants.
19
20

Case No. BC 483549

DEFENDANTS CLP RESOURCES, INC.
AND FIRST SOLAR, INC.'S ANSWER
TO PLAINTIFFS' UNVERIFIED
COMPLAINT FOR DAMAGES



21
22 Defendants CLP Resources, Inc. and First Solar, Inc. (collectively "Defendants") answer
23 Plaintiffs Jerin Sherman's and Matt Watson's ("Plaintiffs") unverified Complaint for damages
24 ("Complaint") as follows:

25 Pursuant to section 431.30 of the California Code of Civil Procedure, Defendants
26 generally deny each and every allegation contained in the Complaint, and the whole thereof and
27
28

1 further deny that Plaintiffs were damaged in the manner or sum alleged, or in any other manner
2 or sum whatsoever.

3 **AFFIRMATIVE DEFENSES**

4 As and for its affirmative defenses to all causes of action purported to be set forth against
5 them in the Complaint herein, Defendants allege as follows:

6 **FIRST AFFIRMATIVE DEFENSE**

7 1. Plaintiffs' Complaint as a whole, and each purported cause of action alleged
8 therein, fails to state facts sufficient to constitute a cause of action against Defendants upon
9 which relief may be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 2. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
12 part by the applicable statute of limitations, including without limitation Code of Civil Procedure
13 § 340 *et seq.*

14 **THIRD AFFIRMATIVE DEFENSE**

15 3. If Defendants' employees, or any of them, committed the acts alleged in the
16 Complaint, although such is not admitted hereby, such acts were committed outside the scope of
17 employment and not by agents of Defendants, and thus Defendants are not liable for such acts.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 4. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
20 part by the equitable doctrines of laches, waiver and estoppel.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 5. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
23 part by the doctrines of accord and satisfaction, settlement and/or payment and release.

24 **SIXTH AFFIRMATIVE DEFENSE**

25 6. Plaintiffs' Complaint fails to state a cause or causes of action entitling Plaintiffs to
26 attorneys' fees on any basis.

27 **SEVENTH AFFIRMATIVE DEFENSE**

1 7. Plaintiffs' unclean hands or inequitable conduct bar the Complaint and each cause
2 of action alleged therein.

3 **EIGHTH AFFIRMATIVE DEFENSE**

4 8. Any allegations complained of in the complaint, and damages allegedly suffered
5 were not the result of Defendants' conduct.

6 **NINTH AFFIRMATIVE DEFENSE**

7 9. Plaintiffs' claims are barred by *res judicata* and/or collateral estoppel.

8 **TENTH AFFIRMATIVE DEFENSE**

9 10. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
10 part to the extent that Plaintiffs previously pursued any claim before the California Department of
11 Industrial Relations, Division of Labor Standards Enforcement, or the United States Department
12 of Labor.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 11. Defendants have at all times endeavored in good faith to comply with the
15 provisions of the Fair Labor Standards Act ("FLSA"), and applicable state laws, and Defendants
16 have reasonable grounds for believing that they were in compliance therewith.

17 **TWELFTH AFFIRMATIVE DEFENSE**

18 12. Some of Plaintiffs' claims are barred, in whole or in part, by statutory exclusions,
19 exceptions, or credits under the FLSA.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 13. The Complaint, and each cause of action alleged therein is barred by the fact that
22 Plaintiffs lack standing to bring certain claims or seek certain relief.

23 **FOURTEENTH AFFIRMATIVE DEFENSE**

24 14. Plaintiffs are not entitled to any equitable or injunctive relief as prayed for in the
25 Complaint because Plaintiffs have suffered no irreparable injury based upon any alleged conduct
26 of Defendants, and Plaintiffs have an adequate remedy at law for any such conduct.

27 **FIFTEENTH AFFIRMATIVE DEFENSE**

1 15. Plaintiffs' Complaint and each alleged claim are barred because Defendants have
2 complied with their obligations pursuant to Labor Code section 226 to make, keep, and preserve
3 adequate and accurate records of covered employees and the wages, hours, and other conditions
4 and practices of employment as to Defendants' employees.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 16. Plaintiffs' Complaint or any purported cause of action alleged therein, is barred
7 because Defendants' conduct was at all times privileged, undertaken in good faith, and/or
8 justified under California law and for legitimate business reasons.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 17. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
11 part because Plaintiffs failed to exhaust their internal or administrative remedies.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

13 18. The Complaint is barred, in whole or in part, because Defendants have at all times
14 acted reasonably and in good faith and in conformity with and reliance on applicable California
15 state laws, administrative regulations, orders, rulings, interpretations, practices or enforcement
16 policies.

17 **NINETEENTH AFFIRMATIVE DEFENSE**

18 19. Plaintiffs' Complaint and each alleged claim is barred because Plaintiffs agreed to
19 submit any and all disputes with Defendants to binding arbitration in accordance with the rules of
20 the American Arbitration Association

21 **TWENTIETH AFFIRMATIVE DEFENSE**

22 20. Plaintiffs' causes of action are "frivolous, unreasonable, or groundless" within the
23 meaning of *Christianburg Garment Co. v. EEOC*, 434 U.S. 412, 422 (1978), and accordingly,
24 Defendants should recover all costs and attorneys' fees incurred herein

25 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

26 21. Defendants reserve the right to add additional affirmative defenses as discovery
27 progresses

1 WHEREFORE, Defendants pray for relief as follows:

- 2 a. Plaintiffs take nothing by their Complaint;
- 3 b. That judgment be entered in favor of Defendants;
- 4 c. That Defendants recover their costs and expenses incurred herein, including
- 5 reasonable attorneys' fees; and
- 6 d. For such other and further relief as the Court deems just and equitable.
- 7
- 8

9 DATED: May 23, 2012

ONGARO BURTT & LOUDERBACK LLP

10 By: 

11 David R. Ongaro

12 Amelia D. Winchester

13 Attorneys for Defendants
14 CLP RESOURCES, INC. and
15 FIRST SOLAR, INC.

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EXHIBIT D

COPY

1 DAVID R. ONGARO, State Bar No. 154698
dongaro@obllaw.com
2 AMELIA D. WINCHESTER, State Bar No. 257928
awinchester@obllaw.com
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650 California Street, Fifth Floor
4 San Francisco, CA 94108
Telephone: 415-433-3900
5 Facsimile: 415-433-3950

6 Attorneys for Defendants
CLP RESOURCES, INC. and
7 FIRST SOLAR, INC.

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

SEP 14 2012

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT
12

13 JERIN SHERMAN and MATT WATSON,
14 individually,

15 Plaintiffs,

16 v.

17 CLP RESOURCES, INC., FIRST SOLAR,
18 INC., AND DOES 1-20,

19 Defendants.
20

Case No. BC 483549

**DEFENDANTS CLP RESOURCES, INC.
AND FIRST SOLAR, INC.'S ANSWER
TO PLAINTIFFS' UNVERIFIED FIRST
AMENDED COMPLAINT FOR
DAMAGES**

21
22 Defendants CLP Resources, Inc. and First Solar, Inc. (collectively "Defendants") answer
23 Plaintiffs Jerin Sherman's and Matt Watson's ("Plaintiffs") unverified First Amended Complaint
24 for damages ("Complaint") as follows:

25 Pursuant to section 431.30 of the California Code of Civil Procedure, Defendants
26 generally deny each and every allegation contained in the Complaint, and the whole thereof and
27

28 -1-

DEFENDANTS' ANSWER TO FIRST AMENDED
COMPLAINT
CASE NO. BC 483549

1 further deny that Plaintiffs were damaged in the manner or sum alleged, or in any other manner
2 or sum whatsoever.

3 **AFFIRMATIVE DEFENSES**

4 As and for its affirmative defenses to all causes of action purported to be set forth against
5 them in the Complaint herein, Defendants allege as follows:

6 **FIRST AFFIRMATIVE DEFENSE**

7 1. Plaintiffs' Complaint as a whole, and each purported cause of action alleged
8 therein, fails to state facts sufficient to constitute a cause of action against Defendants upon
9 which relief may be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 2. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
12 part by the applicable statute of limitations, including without limitation Code of Civil Procedure
13 § 340 *et seq.*

14 **THIRD AFFIRMATIVE DEFENSE**

15 3. If Defendants' employees, or any of them, committed the acts alleged in the
16 Complaint, although such is not admitted hereby, such acts were committed outside the scope of
17 employment and not by agents of Defendants, and thus Defendants are not liable for such acts.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 4. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
20 part by the equitable doctrines of laches, waiver and estoppel.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 5. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
23 part by the doctrines of accord and satisfaction, settlement and/or payment and release.

24 **SIXTH AFFIRMATIVE DEFENSE**

25 6. Plaintiffs' Complaint fails to state a cause or causes of action entitling Plaintiffs to
26 attorneys' fees on any basis.

27 **SEVENTH AFFIRMATIVE DEFENSE**

7. Plaintiffs' unclean hands or inequitable conduct bar the Complaint and each cause of action alleged therein.

EIGHTH AFFIRMATIVE DEFENSE

8. Any allegations complained of in the complaint, and damages allegedly suffered were not the result of Defendants' conduct.

NINTH AFFIRMATIVE DEFENSE

9. Plaintiffs' claims are barred by *res judicata* and/or collateral estoppel.

TENTH AFFIRMATIVE DEFENSE

10. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in part to the extent that Plaintiffs previously pursued any claim before the California Department of Industrial Relations, Division of Labor Standards Enforcement, or the United States Department of Labor.

ELEVENTH AFFIRMATIVE DEFENSE

11. Defendants have at all times endeavored in good faith to comply with the provisions of the Fair Labor Standards Act ("FLSA"), and applicable state laws, and Defendants have reasonable grounds for believing that they were in compliance therewith.

TWELFTH AFFIRMATIVE DEFENSE

12. Some of Plaintiffs' claims are barred, in whole or in part, by statutory exclusions, exceptions, or credits under the FLSA.

THIRTEENTH AFFIRMATIVE DEFENSE

13. The Complaint, and each cause of action alleged therein is barred by the fact that Plaintiffs lack standing to bring certain claims or seek certain relief.

FOURTEENTH AFFIRMATIVE DEFENSE

14. Plaintiffs are not entitled to any equitable or injunctive relief as prayed for in the Complaint because Plaintiffs have suffered no irreparable injury based upon any alleged conduct of Defendants, and Plaintiffs have an adequate remedy at law for any such conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

1 15. Plaintiffs' Complaint and each alleged claim are barred because Defendants have
2 complied with their obligations pursuant to Labor Code section 226 to make, keep, and preserve
3 adequate and accurate records of covered employees and the wages, hours, and other conditions
4 and practices of employment as to Defendants' employees.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 16. Plaintiffs' Complaint or any purported cause of action alleged therein, is barred
7 because Defendants' conduct was at all times privileged, undertaken in good faith, and/or
8 justified under California law and for legitimate business reasons.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 17. Plaintiffs' Complaint and each alleged cause of action are barred in whole or in
11 part because Plaintiffs failed to exhaust their internal or administrative remedies.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

13 18. The Complaint is barred, in whole or in part, because Defendants have at all times
14 acted reasonably and in good faith and in conformity with and reliance on applicable California
15 state laws, administrative regulations, orders, rulings, interpretations, practices or enforcement
16 policies.

17 **NINETEENTH AFFIRMATIVE DEFENSE**

18 19. Plaintiffs' Complaint and each alleged claim is barred because Plaintiffs agreed to
19 submit any and all disputes with Defendants to binding individual arbitration.

20 **TWENTIETH AFFIRMATIVE DEFENSE**

21 20. Plaintiffs' causes of action are "frivolous, unreasonable, or groundless" within the
22 meaning of *Christianburg Garment Co. v. EEOC*, 434 U.S. 412, 422 (1978), and accordingly,
23 Defendants should recover all costs and attorneys' fees incurred herein

24 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

25 21. Defendants reserve the right to add additional affirmative defenses as discovery
26 progresses

27 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

TWENTY-THIRD AFFIRMATIVE DEFENSE

TWENTY-FOURTH AFFIRMATIVE DEFENSE

TWENTY-FIFTH AFFIRMATIVE DEFENSE

TWENTY-SIXTH AFFIRMATIVE DEFENSE

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

TWENTY-NINTH AFFIRMATIVE DEFENSE

THIRTIETH AFFIRMATIVE DEFENSE

1 answering Defendants acted in good faith and had reasonable grounds for believing that they did
2 not violate the wage provisions of the California Labor Code.

3 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

4 37. Plaintiffs' claims are barred to the extent that they are exempt from the requirements
5 of Industrial Welfare Commission Wage Order 5, including, but not limited to Wage Order 5,
6 Section 1(B)(1) and Section (D).

7 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

8 38. The Complaint is barred, in whole, or in part, because Defendants have at all
9 times acted reasonably and in good faith with respect to their obligations pursuant to Labor Code
10 § 1174.

11
12 WHEREFORE, Defendants pray for relief as follows:

- 13 a. Plaintiffs take nothing by their Complaint;
14 b. That judgment be entered in favor of Defendants;
15 c. That Defendants recover their costs and expenses incurred herein, including
16 reasonable attorneys' fees; and
17 d. For such other and further relief as the Court deems just and equitable.

18
19 DATED: September 14, 2012

20 **ONGARO BURTT & LOUDERBACK LLP**

21 By: David R. Ongaro / Am
22 David R. Ongaro
23 Amelia D. Winchester

24 Attorneys for Defendants
25 CLP RESOURCES, INC. and
26 FIRST SOLAR, INC.

PROOF OF SERVICE

I certify that I am over the age of 18 years and not a party to the within action; that my business address is Ongaro, Burt & Lauderback, 650 California Street, Fifth Floor, California Street, 5th Floor, San Francisco, California 94108; and that on the date last written I served a true copy of the attached document(s) entitled:

▪ **DEFENDANTS CLP RESOURCES, INC. AND FIRST SOLAR, INC.'S ANSWER TO PLAINTIFFS' UNVERIFIED FIRST AMENDED COMPLAINT FOR DAMAGES**

on the interested parties in this action by sending a true copy thereof as follows:

Attorneys for Plaintiff

Alan Harris

Abigail Treanor

HARRIS & RUBLE

6424 Santa Monica Boulevard

Los Angeles, CA 90038

Telephone: 323.962.3777

Facsimile: 323.962.3004

Email: aharris@harrisandruble.com

atreanor@harrisandruble.com

Service was effected by forwarding the above-named documents in the following manner:

- ☒ **BY REGULAR MAIL (ENCLOSED IN A SEAL ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at San Francisco, California. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at San Francisco, California.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on September 14, 2012, at San Francisco, California.


Linda Johnston Barry

EXHIBIT E

COPY

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: David R. Ongaro Ongaro Burt & Louderback LLP 650 California Street, Fifth Floor San Francisco, CA 94108 (415) 433-3900		STATE BAR NUMBER 154698	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name): Defendants CLP Resources, Inc., First Solar, Inc.		CONFORMED COPY ORIGINAL FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES MAY 24 2012 John A. Clarke, Executive Officer/Clerk BY <i>[Signature]</i> Deputy Regina Juliano	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: 111 North Hill Street, Los Angeles, CA 90012			
PLAINTIFF: Jerin Sherman and Matt Watson			
DEFENDANT: CLP Resources, Inc., First Solar, Inc. and Does 1-20			
AFFIDAVIT OF PREJUDICE PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (Code Civ. Proc., § 170.6)			CASE NUMBER: BC 483549

Name of Judicial Officer Soussan G. Bruguera	Dept./Div. Number Dept. 71
<input checked="" type="checkbox"/> Judge <input type="checkbox"/> Commissioner <input type="checkbox"/> Referee	



I am a party (or attorney for a party) to this action or special proceeding. The judicial officer named above, before whom the trial of, or a hearing in, this case is pending, or to whom it has been assigned, is prejudiced against the party (or his or her attorney) or the interest of the party (or his or her attorney), so that declarant cannot, or believes that he or she cannot, have a fair and impartial trial or hearing before the judicial officer.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.		
Date: May 23, 2012	Signature of Declarant <i>[Signature]</i>	CLP Resources, First Solar (Name of Party) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross Complainant <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Cross Defendant

COPY

1 DAVID R. ONGARO, State Bar No. 154698
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2 AMELIA D. WINCHESTER, State Bar No. 257928
awinchester@obllaw.com
3 ONGARO BURTT & LOUDERBACK LLP
650 California Street, Fifth Floor
4 San Francisco, CA 94108
Telephone: 415-433-3900
5 Facsimile: 415-433-3950

6 Attorneys for Defendants
CLP RESOURCES, INC. and
7 FIRST SOLAR, INC.

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAY 24 2012

John A. Clarke, Executive Officer/Clerk
BY Rafaela Juliano Deputy
Rafaela Juliano

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 CENTRAL DISTRICT

12
13 JERIN SHERMAN and MATT WATSON,
individually,

14
15 Plaintiffs,

16 v.

17 CLP RESOURCES, INC., FIRST SOLAR,
INC., AND DOES 1-20,

18 Defendants.
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Case No. BC 483549

PROOF OF SERVICE



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is 650 California Street, Fifth Floor, San Francisco, CA 94108. On May 24, 2012, I served the foregoing documents described as follows:

1. **DEFENDANTS CLP RESOURCES, INC. AND FIRST SOLAR, INC.'S ANSWER TO PLAINTIFFS' UNVERIFIED COMPLAINT FOR DAMAGES**
2. **AFFIDAVIT OF PREJUDICE PEREMPTORY CHALLENGE TO JUDICIAL OFFICER**

I served these documents on the interested party listed below, using the following means:

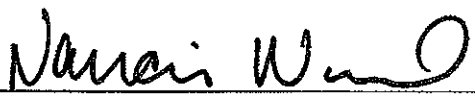
[X] (BY UNITED STATES MAIL) I enclosed the documents listed above in a sealed envelope or package addressed to the persons at the address listed below and placed the envelope for collection and mailing on the date shown above, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Counsel for PLAINTIFF

Alan Harris
Abigail Treanor
HARRIS & RUBLE
6424 Santa Monica Boulevard
Los Angeles, California 90038
Ph: 323.962.3777
Fx: 323.962.3004
Email: aharris@harrisandruble.com
Email: atreanor@harrisandruble.com

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 24, 2012, at San Francisco, California.


Nancie R. Ward

1 DAVID R. ONGARO, State Bar No. 154698
dongaro@obllaw.com
2 AMELIA D. WINCHESTER, State Bar No. 257928
awinchester@obllaw.com
3 ONGARO BURTT & LOUDERBACK LLP
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4 San Francisco, CA 94108
Telephone: 415-433-3900
5 Facsimile: 415-433-3950

6 Attorneys for Defendants
CLP RESOURCES, INC. and
7 FIRST SOLAR, INC.

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT

12
13 JERIN SHERMAN and MATT WATSON,
14 individually,

15 Plaintiffs,

16 v.

17 CLP RESOURCES, INC., FIRST SOLAR,
18 INC., AND DOES 1-20,

19 Defendants.
20

Case No. BC 483549

PROOF OF SERVICE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is 650 California Street, Fifth Floor, San Francisco, CA 94108. On **June 12, 2012**, I served the foregoing documents described as follows:

• **MAY 30, 2012 MINUTE ORDER**

I served this document on the interested party listed below using the following means:

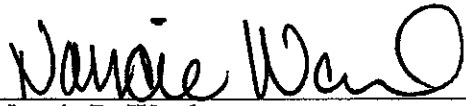
[X] (BY UNITED STATES MAIL) I enclosed the document listed above in a sealed envelope or package addressed to the persons at the address listed below and placed the envelope for collection and mailing on the date shown above following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Counsel for PLAINTIFF

Alan Harris
Abigail Treanor
HARRIS & RUBLE
6424 Santa Monica Boulevard
Los Angeles, California 90038
Ph: 323.962.3777
Fx: 323.962.3004
Email: aharris@harrisandruble.com
Email: atreanor@harrisandruble.com

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **June 12, 2012**, at San Francisco, California.



Nancie R. Ward

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/30/12

DEPT. 71

HONORABLE SOUSSAN G. BRUGUERA

JUDGE

L. KLEIN

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

C. RANDLE C.A.

Deputy Sheriff

NONE

Reporter

8:30 am BC483549

Plaintiff

Counsel

NO APPEARANCES

JERIN SHERMAN ET AL

VS

Defendant

CLP RESOURCES INC ET AL

Counsel

(170.6-Bruguera, Deft.)

NATURE OF PROCEEDINGS:

DEFENDANTS CLP RESOURCES AND FIRST SOLAR INC'S
PEREMPTORY CHALLENGE TO HONORABLE JUDGE SOUSSAN G.
BRUGUERA, DEPARTMENT 71;

The Court reviews Defendants' CLP Resources and First
Solar Inc.'s Peremptory Challenge filed with the Court
on 5/24/12 pursuant to Section 170.6 of the Code of
Civil Procedure and finds that the document was filed
timely.

All future dates in this department are advanced
and vacated.

Upon direction from Department 1, the above matter
is reassigned from JUDGE SOUSSAN G. BRUGUERA
Department 71 to JUDGE DEIRDRE HILL Department 49.

If any appearing party has not yet exercised a
peremptory challenge under Section 170.6 CCP,
peremptory challenges by them to the newly assigned
judge must be timely filed within the 15 day period
specified in Section 170.6 CCP, with extensions of
time pursuant to Section 1013 CCP if service is by
mail. Previously non-appearing parties, if any, have
a 15 day statutory period from first appearance to
file a peremptory challenge (68616(1) Govt. Code).

Moving party to give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/30/12

DEPT. 71

HONORABLE SOUSSAN G. BRUGUERA

JUDGE

L. KLEIN

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

C. RANDLE C.A.

Deputy Sheriff

NONE

Reporter

8:30 am

BC483549

Plaintiff

Counsel

NO APPEARANCES

JERIN SHERMAN ET AL

VS

Defendant

CLP RESOURCES INC ET AL

Counsel

(170.6-Bruguera, Deft.)

NATURE OF PROCEEDINGS:

CERTIFICATE OF SERVICE/
NOTICE OF ENTRY OF ORDER

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Entry of the above minute order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Date: MAY 30, 2012

John A. Clarke, Executive Officer/Clerk

By:


 L. KLEIN, DEPUTY CLERK

 ONGARO, BURTT & LAUDERBACK
 DAVID R. ONGARO
 650 CALIFORNIA ST. 5TH FLOOR
 SAN FRANCISCO, CA 94108

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
3 HARRIS & RUBLE
4 6424 Santa Monica Boulevard
5 Los Angeles, California 90038
6 Telephone: 323.962.3777
7 Facsimile: 323.962.3004
8 aharris@harrisandruble.com
9 atreanor@harrisandruble.com

10 Attorneys for Plaintiff

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28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JERIN SHERMAN and MATT
WATSON, individually,

Plaintiffs,

v.

CLP RESOURCES, INC., FIRST
SOLAR, INC., and DOES 1 to 20,

Defendants.

Case No. BC 483549

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR LEAVE TO FILE
FIRST AMENDED COMPLAINT;**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
THEREOF; AND**

**DECLARATION OF ALAN HARRIS
IN SUPPORT THEREOF**

*Assigned to the Honorable Deirdre Hill,
Dept. 49*

Date: October 3, 2012

Time: 8:30 a.m.

Place: Dept. 49, 111 N. Hill Street, Los
Angeles, California 90012

NOTICE OF MOTION

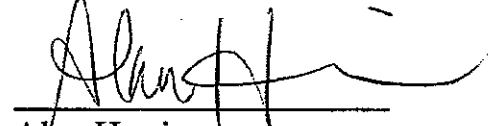
TO DEFENDANTS AND THEIR ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that on October 3, 2012, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 49 of the above-entitled Court, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiffs Jerin Sherman and Matt Watson will, and hereby do, move this Court pursuant to California Civil Procedure sections 473(a)(1) and 576, for leave to file a First Amended Complaint, adding a seventh cause of action under California Labor Code section 203, a seventh cause of action under California Labor Code section 2802, and an eighth cause of action under the Labor Code Private Attorneys General Act, California Labor Code section 2698 *et seq.*, against Defendant CLP Resources, Inc. as further described in the accompanying Memorandum of Points and Authorities set forth below.

This Motion is made and based upon the pleadings filed herein, this Notice of Motion, the supporting Memorandum of Points and Authorities, the Declaration of Alan Harris, and all pleadings and papers in the Court's file in this matter, and such further evidence and argument that will be admitted or argued in accordance with the law at the time of the hearing.

Dated: July 3, 2012

HARRIS & RUBLE


Alan Harris
Attorney for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction.

Plaintiffs Jerin Sherman and Matt Watson (collectively, "Plaintiffs") respectfully request this Court grant them leave to file a First Amended Complaint ("FAC"). On April 26, 2012, Plaintiffs initiated a lawsuit against Defendants CLP Resources, Inc. ("CLP") and First Solar, Inc. ("FSI") (collectively, "Defendants") alleging five causes of action: (1) failure to pay overtime, Cal. Lab. Code §§ 1194 and 1198 and Industrial Welfare Commission ("IWC") Wage Order 16; (2) failure to provide accurate itemized wage statements, Cal. Lab. Code § 226; (3) failure to maintain accurate payroll records, Cal. Lab. Code § 1174 and IWC Wage Order 16; (4) failure to provide rest breaks, Cal. Lab. Code § 226.7; and (5) failure to pay minimum wage and overtime compensation, Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*¹ In the proposed FAC, Plaintiffs seek to add a sixth, seventh, and eighth cause of action under the California Labor Code against CLP only: (6) continuing wages, Cal. Lab. Code § 203; (7) failure to reimburse expenses, Cal. Lab. Code § 2802; and (8) civil penalties, Cal. Lab. Code § 2698 *et seq.*, Labor Code Private Attorneys General Act ("PAGA").

II. The Motion For Leave To Amend Should Be Granted.

A request for leave to amend is committed to the sound discretion of the trial court. Generally, such discretion is to be exercised to permit amendment. Nestle v. Santa Monica, 6 Cal. 3d 920, 939 (1972); Mabie v. Hyatt, 61 Cal. App. 4th 581, 596 (1998). In the absence of demonstrable prejudice to the opposing party, it is an abuse of discretion to deny amendment if such denial deprives the moving party of a meritorious cause of action. Morgan v. Superior Court, 172 Cal. App. 2d 527, 530 (1959). Ordinarily, unless the proposed amendment is defective on its face, the court will not inquire into the merits or validity of the proposed amended pleading. This will be considered on demurrer or

¹ The first through fourth causes of action under the California Labor Code are alleged against CLP only. Only the fifth cause of action under the FLSA is alleged against both CLP and FSI.

1 motion for judgment on the pleadings. Kittredge Sports Co.v. Superior Court (Marker),
 2 213 Cal. App. 3d 1045, 1048 (1989).

3 At the time of the filing of the initial Complaint, Plaintiffs had no claim under
 4 California Labor Code section 203—the proposed sixth cause of action. California Labor
 5 Code section 203 provides, in relevant part, “[i]f an employer willfully fails to pay . . .
 6 any employee who is discharged or quits, the wages of the employee shall continue as a
 7 penalty from the due date thereof at the same rate until paid or until an action is therefor
 8 is commenced.” Cal. Lab. Code § 203(a) (emphasis supplied). Plaintiffs were current
 9 employees of CLP on April 26, 2012, when the Complaint was first filed. Plaintiffs were
 10 not terminated until in or around May 2012. At the time of their termination, Defendants
 11 did not pay Plaintiffs all of their unpaid overtime and rest wages, as alleged in the initial
 12 Complaint. In fact, to date, Plaintiffs remain unpaid for all of their wages that should
 13 have been paid under California Labor Code section 201.²

14 With respect to the proposed seventh cause of action, California Labor Code
 15 section 2802 provides, in relevant part, “[a]n employer shall indemnify his or her
 16 employer for all necessary expenditures or losses incurred by the employee in direct
 17 consequence of the discharge of his or her duties.” Cal. Lab. Code § 2802(a). Plaintiffs
 18 have not been reimbursed for their out-of-pocket expenses.

19 With respect to Plaintiffs’ proposed addition of a cause of action under PAGA,
 20 Plaintiffs are entitled to assert that claim *as a matter of right*. California Labor Code
 21 section 2699.3 (a) provides:

22 A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of
 23 Section 2699 alleging a violation of any provision listed in Section 2699.5
 24 shall commence only after the following requirements have been met: (1)
 25 The aggrieved employee or representative shall give written notice by
 26

27 ² California Labor Code section 201 provides, in relevant part, “[i]f an employer
 28 discharges an employee, the wages earned and unpaid at the time of discharge are due
 and payable immediately.” Cal. Lab. Code § 201(a).

1 certified mail to the Labor and Workforce Development Agency and the
2 employer of the specific provisions of this code alleged to have been
3 violated, including the facts and theories to support the alleged violation.

4 (2)(A) The agency shall notify the employer and the aggrieved employee or
5 representative by certified mail that it does not intend to investigate the
6 alleged violation within 30 calendar days of the postmark date of the notice
7 received pursuant to paragraph (1). Upon receipt of that notice or if no
8 notice is provided within 33 calendar days of the postmark date of the notice
9 given pursuant to paragraph (1), the aggrieved employee may commence a
10 civil action pursuant to Section 2699. (B) If the agency intends to
11 investigate the alleged violation, it shall notify the employer and the
12 aggrieved employee or representative by certified mail of its decision within
13 33 calendar days of the postmark date of the notice received pursuant to
14 paragraph (1). Within 120 calendar days of that decision, the agency may
15 investigate the alleged violation and issue any appropriate citation. If the
16 agency determines that no citation will be issued, it shall notify the employer
17 and aggrieved employee of that decision within five business days thereof by
18 certified mail. Upon receipt of that notice or if no citation is issued by the
19 agency within the 158-day period prescribed by subparagraph (A) and this
20 subparagraph or if the agency fails to provide timely or any notification, the
21 aggrieved employee may commence a civil action pursuant to Section 2699.

22 *(C) Notwithstanding any other provision of law, a plaintiff may as a matter*
23 *of right amend an existing complaint to add a cause of action arising under*
24 *this part at any time within 60 days of the time periods specified in this part.*

25 On April 26, 2012, Plaintiffs gave written notice by certified mail to the Labor and
26 Workforce Development Agency ("LWDA") and Defendants, through its registered
27 agents for service of process, of the specific provisions of the California Labor Code
28 alleged to have been violated by Defendant CLP, including the facts and theories

1 specified in the original complaint filed on April 26, 2012. On May 21, 2012, the LWDA
 2 indicated that it does not intend to investigate Plaintiffs' allegations.³ Accordingly,
 3 pursuant to section 2699.3(a)(2)(A), Plaintiffs "may as a matter of right amend an
 4 existing complaint to add a cause of action arising under this part at any time within 60
 5 days." Cal. Lab. Code § 2699.3(a)(2)(C). Plaintiffs are within the 60-day time limit set
 6 forth in subsection 2699.3(a)(2)(C).

7 Defendant CLP will not suffer prejudice by the additional causes of action.⁴ As
 8 with the first through fifth causes of action in the initial Complaint, the proposed sixth
 9 through eighth causes of action arise from alleged wage-and-hour violations. Defendant
 10 CLP was on notice that if it did not pay Plaintiffs all of their due and owing wages at the
 11 time of termination, it would be liable under California Labor Code section 203 for
 12 continuing wages. With respect to the cause of action under PAGA, Defendant CLP has
 13 been on actual notice of the civil-penalty claims since April 26, 2012, when both
 14 Defendants were copied on the April 26, 2012, letter to the LWDA.

15 /////

26 ³ A copy of the May 21, 2012, LWDA letter is attached as Exhibit 4 to proposed FAC
 27 attached to the Harris Declaration filed herewith.

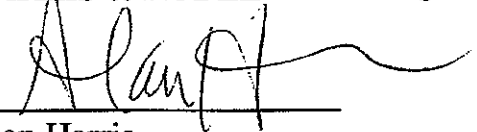
28 ⁴ The proposed sixth, seventh, and eighth causes of action are not alleged against
 Defendant FSI.

1 **III. Conclusion.**

2 No reason exists to deny leave to amend, as the FAC adds claims that are related to
3 the initial Complaint, but could not have been brought when the initial Complaint was
4 filed. Defendants will not suffer any prejudice by the addition of the proposed sixth,
5 seventh, and eighth causes of action. No discovery has commenced in this action.
6 Defendants prematurely filed an Answer to the initial Complaint without first being
7 formally served. The proposed new claims are related to the first through fourth causes
8 of action as they are all wage-and-hour claims involving Defendant CLP's violations of
9 the California Labor Code. For all the foregoing reasons, this Court should permit
10 Plaintiff's filing of the proposed FAC filed and served herewith as Exhibit 1 to the Harris
11 Declaration.

12 DATED: July 3, 2012

HARRIS & RUBLE

13 
14

15 Alan Harris

16 *Attorneys for Plaintiff*
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DECLARATION OF ALAN HARRIS

ALAN HARRIS declares under penalty of perjury as follows:

1. I am a member in good standing of the State Bar of California and am one of the attorneys for Plaintiffs Jerin Sherman and Matt Watson in the above-captioned action. If sworn as a witness, I could competently testify to each and every fact set forth herein from my own personal knowledge.

2. Defendants have not been served with the initial Complaint in this action, but have prematurely filed an Answer to the initial Complaint.

3. On April 26, 2012, my office gave written notice to State of California Labor and Workforce Development Agency ("LWDA"), via certified mail that Plaintiffs had alleged various violations of the California Labor Code against Defendant CLP Resources, Inc. ("CLP"). I enclosed a copy of the Complaint in order to advise of the specific provisions of the California Labor Code alleged to have been violated. In addition, I sent a copy of the written notice and file-stamped Complaint to the registered agents of Defendant CLP and Defendant First Solar, Inc. ("FSI").

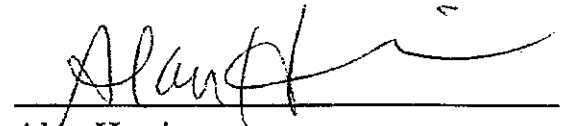
4. On May 21, 2012, the LWDA sent a letter by certified mail to my firm stating that the LWDA did not intend to investigate Defendant CLP's alleged violations of the California Labor Code. A copy of this letter was also sent to both of Defendants' registered agents.

5. The proposed First Amended Complaint ("FAC") is attached hereto as Exhibit 1. A copy of the April 26, 2012, letter to the LWDA is attached as Exhibit 3 to the proposed FAC. A copy of the May 21, 2012, letter from the LWDA is attached as Exhibit 4 to the proposed FAC.

/////

1 6. A redlined version of the proposed FAC highlighting the changes from the
2 initial Complaint is attached hereto as Exhibit 2.

3 I have read the foregoing, and the facts set forth therein are true and correct of my
4 owner personal knowledge. Executed July 3, 2012, in the City of Los Angeles, State of
5 California.

6 
7 Alan Harris

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
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10 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JERIN SHERMAN and MATT
WATSON, individually,

Plaintiffs,

v.

CLP RESOURCES, INC., FIRST
SOLAR, INC., and DOES 1 to 20,

Defendants.

Case No.

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime, Cal. Lab. Code §§ 1194 and 1198 and IWC Wage Order 16
2. Failure to Provide Accurate Itemized Wage Statements, Cal. Lab. Code § 226
3. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 and IWC Wage Order 16
4. Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7
5. Failure to Pay Minimum Wage and Overtime Compensation, Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
6. Continuing Wages, Cal. Lab. Code § 203
7. Failure to Reimburse Expenses, Cal. Lab. Code § 2802
8. Civil Penalties, Cal. Lab. Code § 2698 *et seq.*, Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

EXHIBIT 1

1 Plaintiffs Jerin Sherman and Matt Watson, by and through their undersigned attorneys,
2 allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action seeking overtime, damages, and attorneys' fees and
5 costs. Venue is proper in this judicial district, pursuant to California Code of Civil
6 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business,
7 have an agent, or are found in the County of Los Angeles and are within the jurisdiction
8 of this Court for purposes of service of process. The unlawful acts alleged herein had a
9 direct effect on and were committed within the County of Los Angeles, State of
10 California.

11 **PARTIES**

12 2. Plaintiff Jerin Sherman ("Sherman") is an individual who, during the time
13 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
14 First Solar, Inc. in the County of Los Angeles, State of California.

15 3. Plaintiff Matt Watson ("Watson") is an individual who, during the time
16 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
17 First Solar, Inc. in the County of Los Angeles, State of California. (Sherman and Watson
18 shall be collectively referred to as "Plaintiffs.")

19 4. CLP Resources, Inc. ("CLP") is a skilled trades-staffing company providing
20 skilled trades-people to a broad range of contractors. CLP is incorporated in Delaware
21 and has its headquarters in Reno, Nevada. CLP is authorized to do and does business in
22 the County of Los Angeles, State of California.

23 5. First Solar, Inc. ("FSI") designs, builds, and operates utility-scale solar
24 power plants. FSI is incorporated in Delaware and has its headquarters in Tempe,
25 Arizona. FSI is authorized to do and does business in the County of Los Angeles, State
26 of California. (CLP and FSI shall collectively be referred to as "Defendants.")

27 6. The true names and/or capacities, whether individual, corporate, associate or
28 otherwise, of defendants Does 1 to 20 inclusive, are unknown to Plaintiffs at this time,

1 who therefore sue said defendants by such fictitious names. When the true names and
2 capacities of said defendants have been ascertained, Plaintiffs will amend this complaint
3 accordingly. Plaintiffs are informed and believes and thereupon alleges that each
4 defendant designated herein as a Doe is responsible, negligently, intentionally,
5 contractually, or in some other actionable manner, for the events and happenings
6 hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs
7 as is hereinafter alleged, either through said defendants' own wrongful conduct or through
8 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
9 in some other manner.

10 GENERAL ALLEGATIONS

11 7. Defendants have employed Plaintiffs as skilled laborers from 2011 to the
12 present. Plaintiffs are current employees of Defendants. In this capacity, Plaintiffs
13 perform functions related to the construction of a solar power plant in the County of Los
14 Angeles. Plaintiffs' work shifts are from 7:00 a.m. to 3:30 p.m. Monday through Friday
15 every week. Plaintiffs are only paid for their scheduled work shifts, notwithstanding
16 Defendants' requirement that Plaintiffs report for duty before 7:00 a.m. and Plaintiffs do
17 not stop working until after 3:30 p.m.

18 8. At all times relevant hereto California Labor Code sections 1194 and 1198
19 and Industrial Welfare Commission ("IWC") Wage Order 16 required the payment of
20 overtime for hours worked over eight in a workday.

21 9. At all relevant times mentioned herein, California Labor Code section 1194
22 provided, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil
26 action the unpaid balance of the full amount of this minimum wage or
27 overtime compensation, including interest thereon, reasonable attorney's
28 fees, and costs of suit.

1 Cal. Lab. Code § 1194(a).

2 10. At all relevant times mentioned herein, section 1198 of the California Labor
3 Code provided:

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees. The employment of any employee for
7 longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.

9 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the
10 order [of the IWC]” and therefore incorporates by reference IWC Wage Order
11 Number 16. To date, Plaintiffs have not been paid for all of the hours they worked for
12 Defendants. By failing to pay Plaintiffs for all of their hours of work, CLP violated
13 section 1198 by employing Plaintiff “under conditions of labor prohibited by the order.”
14 Cal. Lab. Code § 1198.

15 11. IWC Wage Order 16 provides, in relevant part:

16 (A) Every employer shall pay to each employee wages of not less
17 than seven dollars and fifty cents (\$7.50) per hour for all hours worked,
18 effective January 1, 2007, and not less than eight dollars (\$8.00) per hour
19 for all hours worked, effective January 1, 2008.

20 (B) Every employer shall pay to each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage
22 for all hours worked in the payroll period, whether the remuneration is
23 measured by time, piece, commissioner, or otherwise.

24 8 Cal. Code Regs. § 11160(4).

25 12. At all relevant times mentioned herein, section 204 of the California Labor
26 Code provided, in relevant part:

27 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
28 earned by any person in any employment are due and payable twice during

each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Cal. Lab. Code § 204.

13. Similarly, at all times relevant hereto, the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* require the payment of at least minimum wage and overtime for hours worked over forty in a workweek. See 29 U.S.C. §§ 206 and 207.

14. Plaintiffs were prevented from taking proper rest breaks as required by law.

15. At all times relevant hereto, section 226.7 of the California Labor Code provided:

(a) No employer shall require any employee to work during any . . . rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a . . . rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Cal. Lab. Code § 226.7.

16. IWC Wage Order 16 provides, in relevant part:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to

maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

...

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

8 Cal. Code Regs. § 11160(11).

17. CLP violated section 226.7 of the California Labor Code and IWC Wage Order 16 by failing to compensate Plaintiffs for their hours worked on authorized rest periods. Accordingly, Plaintiffs are entitled to an additional hour of pay for each workday Plaintiffs were not properly provided their rest periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(11).

18. Compensation for missed rest periods constitutes wages within the meaning of section 200 *et seq.* of the California Labor Code.

19. To date, Defendants have failed to compensate Plaintiffs for all of their earned wages in accordance with the California Labor Code, IWC Wage Order 16, and/or the FLSA.

20. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

1 wages are paid by personal check or cash, an accurate itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a
4 salary and who is exempt from payment of overtime under subdivision (a) of
5 Section 515 or any applicable order of the Industrial Welfare Commission,
6 (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and
9 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
10 for which the employee is paid, (7) the name of the employee and his or her
11 social security number, except that by January 1, 2008, only the last four
12 digits of his or her social security number or an employee identification
13 number other than a social security number may be shown on the itemized
14 statement, (8) the name and address of the legal entity that is the employer,
15 and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.
17 The deductions made from payments of wages shall be recorded in ink or
18 other indelible form, properly dated, showing the month, day, and year, and a
19 copy of the statement or a record of the deductions shall be kept on file by
20 the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision (a) is entitled
25 to recover the greater of all actual damages or fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100)
27 per employee for each violation in a subsequent pay period, not exceeding an
28

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
2 award of costs and reasonable attorney's fees.

3 Cal. Lab. Code § 226.

4 21. Throughout the period of Plaintiffs' employment with CLP, CLP failed to
5 provide them with all of the data required by section 226(a) of the California Labor Code.
6 For example, Defendant's wage statements fail, inter alia, to state the name and address of
7 the legal entity that is the employer. Cal. Lab. Code § 226(a)(8). In addition, they fail to
8 inform Plaintiffs with respect to the total hours worked, net and gross wages earned, and
9 all applicable hourly rates.

10 22. At all relevant times mentioned herein, section 1174 of the California Labor
11 Code provided:

12 Keep, at a central location in the state or at the plants or
13 establishments at which employees are employed, payroll records showing
14 the hours worked daily by and the wages paid to, and the number of piece-
15 rate units earned by and any applicable piece rate paid to, employees
16 employed at the respective plants or establishments. These records shall be
17 kept in accordance with rules established for this purpose by the
18 commission, but in any case shall be kept on file for not less than two years.

19 Cal. Lab. Code § 1174(d).

20 23. IWC Wage Order 16 provides, in relevant part:

21 (A) Every employer who has control over wages, hours, or working
22 conditions shall keep accurate information with respect to each employee,
23 including the following:

24 (1) The employee's full name, home address, occupation, and social
25 security number. The employee's date of birth, if under 18 years of age, and
26 designation as a minor. Time records showing when the employee begins
27 and ends each work period. Meal periods, split shift intervals, and total
28

1 daily hours worked shall also be recorded. Meal periods during which
 2 operations cease and authorized rest periods need not be recorded.

3 (2) Total wages paid each payroll period, including value of board,
 4 lodging, or other compensation actually furnished to the employee.

5 (3) Total hours worked during the payroll period and applicable rates
 6 of pay. This information shall be made readily available to the employee
 7 upon reasonable request. When a piece rate or incentive plan is in operation,
 8 piece rates or an explanation of the incentive plan formula shall be provided
 9 to employees. An accurate production record shall be maintained by the
 10 employer.

11 (B) Every employer who has control over wages, hours, or working
 12 conditions shall semimonthly or at the time of each payment of wages
 13 furnish each employee an itemized statement in writing showing: (1) all
 14 deductions; (2) the inclusive dates of the period for which the employee is
 15 paid; (3) the name of the employee or the employee's social security
 16 number; and (4) the name of the employer, provided all deductions made on
 17 written orders of the employee may be aggregated and shown as one item.
 18 (See Labor Code Section 226.) This information shall be furnished either
 19 separately or as a detachable part of the check, draft, or voucher paying the
 20 employee's wages.

21 8 Cal. Code Regs. §11160(6)(A)–(B).

22 24. Defendant failed to maintain payroll records required by the California Labor
 23 Code and IWC Wage Order 16. For example, Defendant failed to record the “[t]ime
 24 records . . . when the employee begins and ends each work period.” 8 Cal. Code Regs.
 25 §11160(6)(A)(1).

26 25. Section 2699 of the California Labor Code, the Labor Code Private
 27 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

28 (a) Notwithstanding any other provision of law, any provision of this code

1 that provides for a civil penalty to be assessed and collected by the Labor
 2 and Workforce Development Agency or any of its departments, divisions,
 3 boards, agencies or employees, for a violation of this code, may, as an
 4 alternative, be recovered through a civil action brought by an aggrieved
 5 employee on behalf of himself or herself and other current or former
 6 employees.

7

8 (f) For all provisions of this code except those for which a civil penalty is
 9 specifically provided, there is established a civil penalty for a violation of
 10 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
 11 person employs one or more employees, the civil penalty is one hundred
 12 dollars (\$100) for each aggrieved employee per pay period for the initial
 13 violation and two hundred dollars (\$200) for each aggrieved employee per
 14 pay period for each subsequent violation.

15

16 (g) Except as provided in paragraph (2), an aggrieved employee may recover
 17 the civil penalty described in subdivision (f) in a civil action pursuant to the
 18 procedures specified in Section 2699.3 filed on behalf of himself or herself
 19 and other current or former employees against whom one or more of the
 20 alleged violations was committed. Any employee who prevails in any action
 21 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
 22 in this part shall operate to limit an employee's right to pursue or recover
 23 other remedies available under state or federal law, either separately or
 24 concurrently with an action taken under this part.

25 Cal. Lab. Code § 2699.

26 26. At all times relevant herein, section 226.3 of the California Labor Code
 27 provided, in relevant part:
 28

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per employee per violation in an initial citation and one thousand dollars (\$ 1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

Cal. Lab. Code § 226.3.

27. At all times relevant herein, section 210 of the California Labor Code provided, in relevant part:

(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Cal. Lab. Code § 210.

28. At all times relevant herein, section 1197.1 of the California Labor Code provided, in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Cal. Lab. Code § 1197.1.

29. Wage Order 16 provides for civil penalties with respect to violations of the Wage Order:

(A) Penalties for Violations of the Provisions of this Order. Any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to civil and criminal penalties as provided by law. In addition, violation of any provision of this order shall be subject to a civil penalty as follows: (1) Initial Violation - \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations - \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered. The labor commissioner may also issue citations pursuant to California Labor Code Section 1197.1 for non-payment of wages for overtime work in violation of this order.

8 Cal. Code Regs. §11160(18)(A).

/////

1 **FIRST CAUSE OF ACTION**

2 (Cal. Lab. Code §§ 1194, 1194.2 and 1198 and IWC Wage Order 16,
3 Failure to Pay Overtime)
4 (On Behalf of Plaintiffs Against CLP)

5 30. Plaintiffs replead, reallege, and incorporate by reference each and every
6 allegation set forth in the Complaint.

7 31. Defendant CLP, by failing to pay Plaintiffs for the time they worked before
8 7:00 a.m. and after 3:30 p.m., has violated sections 1194 and 1198 of the California Labor
9 Code and IWC Wage Order 16.

10 32. Plaintiffs are, accordingly, entitled to recovery of the unpaid balance of the
11 full amount of their unpaid overtime, including interest thereon, reasonable attorneys'
12 fees and costs of suit, in accordance with section 1194(a) of the California Labor Code.

13 33. Plaintiffs are also entitled to liquidated damages in accordance with section
14 1194.2 of the California Labor Code.

15 **SECOND CAUSE OF ACTION**

16 (Cal. Lab. Code § 226, Failure to Provide Accurate Information on Wage Statements)
17 (On Behalf of Plaintiffs Against Defendant CLP)

18 34. Plaintiffs replead, reallege, and incorporate by reference each and every
19 allegation set forth in the Complaint.

20 35. Defendant CLP employed Plaintiffs but failed to provide them with the data
21 required by section 226(a) of the California Labor Code. For example, Defendant CLP
22 failed to provide the name and address of the legal employer. See Cal. Lab. Code §
23 226(a)(8). Defendants actions were intentional and caused injury to Plaintiffs insofar as
24 Plaintiffs were deprived of data to which they were legally entitled.

25 36. Accordingly, Plaintiffs are entitled to damages and costs and attorney's fees,
26 demand for which is hereby made in accord with the provisions of California Labor Code
27 section 226(e).

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THIRD CAUSE OF ACTION

(Failure to Maintain Accurate Payroll Time Records,
Labor Code section 1174, IWC Wage Order No. 16)
(On Behalf of Plaintiffs Against Defendant CLP)

37. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

38. Defendant CLP has violated California Labor Code section 1174 and IWC Wage Order No. 16 by willfully failing to keep required payroll records showing the actual hours and/or the begin and end time worked each day by Plaintiffs. Indeed, the IWC Wage Order requires that the employer maintain "[t]ime records showing when the employee begins and ends each work period." 8 Cal. Code Regs. § 11160(6)(A)(1). Defendant CLP failed to properly maintain such records.

39. As a direct and proximate result of Defendant CLP's failure to maintain payroll records, Plaintiffs suffered actual economic harm as they have been precluded from accurately monitoring the number of hours worked and thus seeking all accrued pay.

40. Plaintiffs request relief as described below.

FOURTH CAUSE OF ACTION

(Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and
IWC Wage Order 16)
(On Behalf of Plaintiffs Against Defendant CLP)

41. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

42. At all times herein relevant, section 226.7 of the California Labor Code and 8 California Code of Regulations section 11160 provided that employees must receive rest periods of ten minutes for each four hours of work. 8 Cal. Code Regs. 11160(11)(A).

43. Because Defendant CLP failed to properly provide the required rest periods, it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7 and California Code of Regulations section 11160, for the period of time from the four years prior to the filing of the Complaint to date.

1 Plaintiffs request relief as described below.

2
3 **FIFTH CAUSE OF ACTION**

4 (Failure to Pay Minimum Wage and/or Overtime Compensation,
5 Fair Labor Standards Act, 29 U.S.C. § 216(b))

6 (On Behalf of Plaintiffs Against Defendants CLP and FSI)

7 44. Plaintiffs replead, reallege, and incorporate by reference each and every
8 allegation set forth in the Complaint.

9 45. Defendants CLP and FSI intentionally and improperly failed to pay Plaintiff
10 overtime compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides,
11 in relevant part:

12 [N]o employer shall employ any of his employees who in any workweek is
13 engaged in commerce or in the production of goods for commerce, or is
14 employed in an enterprise engaged in commerce or in the production of
15 goods for commerce, for a workweek longer than forty hours unless such
16 employee receives compensation for his employment in excess of the hours
17 above specified at a rate not less than one and one-half times the regular rate
18 at which he is employed.

19 29 U.S.C. § 207(a)(1).

20 46. During their employment with Defendants CLP and FSI, Plaintiffs were not
21 paid for all of their time worked.

22 47. Accordingly, Plaintiffs request payment of overtime compensation
23 according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C.
24 § 216(b).

25 **SIXTH CAUSE OF ACTION**

26 (Cal. Lab. Code § 203—Continuing Wages)

27 (On Behalf of Plaintiffs Against Defendant CLP)

28 48. Plaintiffs replead, reallege, and incorporate by reference each and every
allegation set forth in the Complaint.

49. Plaintiffs were discharged on or about May 25, 2012, but were not provided

1 all of their wages within the time required by section 201 of the California Labor Code,
 2 despite Defendant CLP's knowledge of its obligation to do so. Defendant CLP's actions
 3 were "willful" within the meaning of section 203 of the California Labor Code.

4 50. Plaintiffs are therefore entitled to thirty days of continuing wages pursuant to
 5 California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 (Cal. Lab. Code § 2802— Indemnification and Reimbursement of Expenditures)
 8 (On Behalf of Plaintiffs Against Defendant CLP)

9 51. Plaintiffs replead, reallege, and incorporate by reference each and every
 10 allegation set forth in the Complaint.

11 52. At all relevant times herein, California Labor Code section 2802 provided, in
 12 relevant part:

13 (a) An employer shall indemnify his or her employee for all necessary
 14 expenditures or losses incurred by the employee in direct consequence of the
 15 discharge of his or duties

16 (b) All awards made by a court . . . for reimbursement of necessary
 17 expenditures under this section shall carry interest at the same rate as
 18 judgments in civil actions. Interest shall accrue from the date on which the
 19 employee incurred the necessary expenditure or loss.

20 (c) For purposes of this section, the term "necessary expenditures or losses"
 21 shall include all reasonable costs, including, but not limited to, attorney's fees
 22 incurred by the employee enforcing rights granted by this section.

23 Cal. Lab. Code § 2802.

24 53. At all relevant times herein, Wage Order 16 provided, in relevant part:

25 (A) When the employer requires uniforms to be worn by the employee as a
 26 condition of employment, such uniforms shall be provided and maintained
 27 by the employer. The term "uniform" includes wearing apparel and
 28 accessories of distinctive design or color.

(B) When the employer requires the use of tools or equipment or they are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

8 Cal. Code Regs. §11160(8).

54. In the discharge of their duties, Defendant CLP required Plaintiffs to wear protective gear for which they provided and maintained personally and were not reimbursed for their out-of-pocket expenses.

55. Pursuant to section 2802 of the California Labor Code, Plaintiffs are entitled to reimbursement of their out-of-pocket expenses from Defendant, interest thereon, attorneys' fees and costs, according to proof.

EIGHTH CAUSE OF ACTION

(Cal. Lab. Code § 2698 *et seq.*, Civil Penalties Under the Private Attorneys General Act)
(On Behalf of Plaintiffs Against Defendant CLP)

56. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

57. Pursuant to California Labor Code section 2699.3(a)(1), on or about April 26, 2012, Plaintiffs gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants, through its registered agents for service of process, of the specific provisions of the California Labor Code alleged to have been violated by Defendant CLP, including the facts and theories specified in the original complaint filed on April 26, 2012. A copy of the April 26, 2012, letter and certified mail receipts are attached hereto as **Exhibit 3**.

58. At all relevant times herein, California Labor Code section 2699.3(a)(2)(A) provided:

1 The agency shall notify the employer and the aggrieved employee or
2 representative by certified mail that it does not intend to investigate the
3 alleged violation within 30 calendar days of the postmark date of the notice
4 received pursuant to paragraph (1). Upon receipt of that notice or if no notice
5 is provided within 33 calendar days of the postmark date of the notice given
6 pursuant to paragraph (1), the aggrieved employee may commence a civil
7 action pursuant to Section 2699.

8 Cal. Lab. Code § 2699.3(a)(2)(A). On May 21, 2012, the LWDA indicated that it does not
9 intend to investigate Plaintiffs' allegations. Attached hereto as **Exhibit 4** is the May 21,
10 2012, letter from the LWDA. Accordingly, pursuant to section 2699.3(a)(2)(A),
11 Plaintiffs "may commence a civil action pursuant to Section 2699." Cal. Lab. Code §
12 2699.3(a)(2)(A).

13 59. Section 210 of the California Labor Code provides for civil penalties for
14 each violation of section 204. Section 226.3 of the California Labor Code provides for
15 civil penalties for each violation of section 226 (a). Section 558 provides for civil
16 penalties for each violation of sections 510 and 512. Section 1197.1 provides for civil
17 penalties for each violation of section 1194. Section 2699(f) of the California Labor
18 Code provides for civil penalties for violations of the California Labor Code, for which a
19 specific civil penalty is not provided and the applicable Industrial Welfare Commission
20 Wage Order. Section 2699(a) provides that civil penalties may be "recovered through a
21 civil action brought by an aggrieved employee on behalf of himself or herself and other
22 current or former employees." Cal. Lab. Code § 2699(a). Section 2699(g) provides that an
23 employee who prevails in a civil action under section 2699 shall be entitled to an award
24 of reasonable attorneys' fees and costs.

25 60. The State of California and Plaintiffs are, therefore, entitled to civil
26 penalties, attorneys' fees, and costs according to proof.
27
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. That, with respect to the First Cause of Action, this Court enter judgment in favor of Plaintiffs for payment of their unpaid overtime, interest thereon, liquidated damages, reasonable attorneys' fees and costs of suit, according to proof, in accordance with sections 1194(a) and 1194.2 of the California Labor Code, against Defendant CLP.

2. That, with respect to the Second Cause of Action, this Court enter judgment in favor of Plaintiffs for an injunction requiring compliance with the law, damages, reasonable attorney's fees, and costs of suit, each according to proof, in accordance with section 226(e) of the California Labor Code, against Defendant CLP.

3. That, with respect to the Third Cause of Action, Plaintiffs be awarded judgment, damages, interest, and costs, according to proof.

4. That, with respect to the Fourth Cause of Action, Plaintiffs be awarded an additional hour of pay for each workday for which a rest period was not properly taken, reasonable attorneys' fees, and costs of suit, each according to proof, pursuant to California Labor Code section 226.7, against Defendant CLP.

5. That, with respect to the Fifth Cause of Action, Plaintiffs be awarded their unpaid overtime compensation, liquidated damages, and attorneys' fees and costs, according to proof, pursuant to 29 U.S.C. § 216(b), against Defendants CLP and FSI.

6. That, with respect to the Sixth Cause of Action, Plaintiffs be awarded thirty days continuing wages pursuant to California Labor Code section 203 against Defendant CLP.

7. That, under the Seventh Cause of Action, it be adjudged Plaintiffs be awarded reimbursement of her expenses and interest, and attorneys' fees and costs, according to proof, pursuant to section 2802 of the California Labor Code against Defendant CLP.

8. That, under the Eighth Cause of Action, it be adjudged that the State of California and Plaintiff be awarded civil penalties, attorneys' fees and costs, in an amount

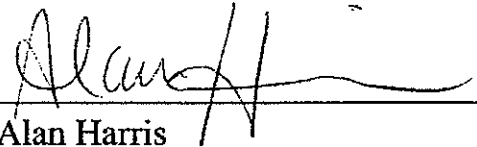
1 according to proof against Defendant CLP.

2 9. For such further relief as the Court may order.

3 Plaintiff demands a trial by jury as to all counts.

4 DATED: July 2, 2012

HARRIS & RUBLE

5 
6

7 Alan Harris
8 *Attorney for Plaintiff*
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Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9790639

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,053.68

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
32.00		42.33	1354.56						1,354.56
								Total:	1,354.56

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,354.56	Gross	13397.45		
FWH	142.34	FICA	756.94		
FICA	76.53	FWT	1591.41	LIFE	617.50
SWH	68.46	SDI	136.42		
SDI	13.55	SWT	737.08		
Total Deductions	300.88				
Net Pay	1,053.68				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2220325

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 15:40

Printer: tipsy

Printed By: PJ2

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

EX-1-1

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9791977

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
Total:									1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	15090.65		
FWH	227.00	FICA	852.60		
FICA	95.66	FWT	1818.41	LIFE	657.50
SWH	103.10	SDI	153.35		
SDI	16.93	SWT	840.18		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2222473

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 11:17

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9794370

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,016.80

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
30.50		42.33	1291.07						1,291.07
								Total:	1,291.07

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,291.07	Gross	16381.72		
FWH	126.47	FICA	925.54		
FICA	72.94	FWT	1944.88	LIFE	688.00
SWH	61.96	SDI	166.26		
SDI	12.91	SWT	902.14		
Total Deductions	274.27				
Net Pay	1,016.80				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2226151

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 14:20

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9796906

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	18074.92		
FWH	227.00	FICA	1021.20		
FICA	95.66	FWT	2171.88	LIFE	728.00
SWH	103.10	SDI	183.19		
SDI	16.93	SWT	1005.24		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229893

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:57

Printer: tipsy

Printed By: DVJ

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

Payroll Print



EMPLOYEE PAYMENT INFORMATION

Check Number: 9798522

Employee: JERIN SHERMAN

SSNum: XXX-XX-XXXX

Net Pay: 1,250.51

Check Date: 03/26/12

End Date: 03/25/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
								Total:	1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	19768.12		
FWH	227.00	FICA	1116.86		
FICA	95.66	FWT	2398.88	LIFE	768.00
SWH	103.10	SDI	200.12		
SDI	16.93	SWT	1108.34		
Total Deductions	442.69				
Net Pay	1,250.51				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2232617

Check Date: 03/26/12

End Date: 03/25/12

Pay Period: 12

Print Date: 03/26/12 12:49

Printer: tp6

Printed By: MDI4

Pay Week: 03/25/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9787666

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,727.12

Check Date: 02/20/12

End Date: 02/19/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
37.00		59.46	2200.02						2,200.02
Total:									2,200.02

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,200.02	Gross	17243.40		
FWH	180.29	FICA	947.36		
FICA	124.30	FWT	1338.84	LIFE	651.00
SWH	146.31	SDI	171.48		
SDI	22.00	SWT	1081.40		
Total Deductions	472.90				
Net Pay	1,727.12				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2215725

Check Date: 02/20/12

End Date: 02/19/12

Pay Period: 7

Print Date: 02/20/12 09:58

Printer: tipsy

Printed By: MD14

Pay Week: 02/19/12

Transaction Change Log

No changes made to transaction

EX-2-1

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9790369

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,835.41

Check Date: 02/27/12

End Date: 02/26/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		59.46	2378.40						2,378.40
Total:									2,378.40

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,378.40	Gross	19621.80		
FWH	220.27	FICA	1081.74		
FICA	134.38	FWT	1559.11	LIFE	691.00
SWH	164.56	SDI	195.26		
SDI	23.78	SWT	1245.96		
Total Deductions	542.99				
Net Pay	1,835.41				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2219981

Check Date: 02/27/12

End Date: 02/26/12

Pay Period: 8

Print Date: 02/27/12 14:07

Printer: tipsy

Printed By: MD14

Pay Week: 02/26/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9791812

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/05/12

End Date: 03/04/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
								Total:	2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	21911.01		
FWH	197.98	FICA	1211.08		
FICA	129.34	FWT	1757.09	LIFE	729.50
SWH	155.44	SDI	218.15		
SDI	22.89	SWT	1401.40		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2222257

Check Date: 03/05/12

End Date: 03/04/12

Pay Period: 9

Print Date: 03/05/12 10:38

Printer: tp6

Printed By: MD14

Pay Week: 03/04/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9794273

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,783.56

Check Date: 03/12/12

End Date: 03/11/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
38.50		59.46	2289.21						2,289.21
Total:									2,289.21

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	2,289.21	Gross	24200.22		
FWH	197.98	FICA	1340.42		
FICA	129.34	FWT	1955.07	LIFE	768.00
SWH	155.44	SDI	241.04		
SDI	22.89	SWT	1556.84		
Total Deductions	505.65				
Net Pay	1,783.56				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2225994

Check Date: 03/12/12

End Date: 03/11/12

Pay Period: 10

Print Date: 03/12/12 13:37

Printer: Local

Printed By: MD14

Pay Week: 03/11/12

Transaction Change Log

No changes made to transaction

Payroll Print

**EMPLOYEE PAYMENT INFORMATION**

Check Number: 9796875

Employee: MATT WATSON

SSNum: XXX-XX-XXXX

Net Pay: 1,381.87

Check Date: 03/19/12

End Date: 03/18/12

Hours		Rate	Earnings		Earnings				Total
Regular	Overtime		Regular	Overtime	Basis	Rate	Amount	Description	
40.00		42.33	1693.20						1,693.20
Total:									1,693.20

Deductions this Period		Year - to - Date Totals		Paid Time Off Program	
Gross Pay	1,693.20	Gross	25893.42		
FWH	104.27	FICA	1436.08		
FICA	95.66	FWT	2059.34	LIFE	808.00
SWH	94.47	SDI	257.97		
SDI	16.93	SWT	1651.31		
Total Deductions	311.33				
Net Pay	1,381.87				

Transaction Info:

Check Type: DD not yet sent to bank

Office: 052

Company: 090

Transaction Id: 2229850

Check Date: 03/19/12

End Date: 03/18/12

Pay Period: 11

Print Date: 03/19/12 16:31

Printer: tp6

Printed By: MD14

Pay Week: 03/18/12

Transaction Change Log

No changes made to transaction

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

CALIFORNIA OFFICE:

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LOS ANGELES, CA 90038
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MARCELLA RUBLE*

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LORRAINE AGUILAR**

*ADMITTED IN ILLINOIS ONLY

**ADMITTED IN CALIFORNIA ONLY

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330 WEST MAIN STREET
BARRINGTON, IL 60010
TELEPHONE: 312.543.0967

RICHARD LENG*
Of Counsel

April 26, 2012

VIA CERTIFIED MAIL

Marty Morgenstern
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

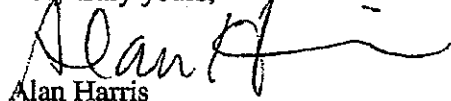
Re: Sherman et al. v. CLP Resources, Inc., et al., Los Angeles Superior Court Case No. BC 483549.

Secretary Morgenstern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Jerin Sherman and Matt Watson hereby allege with respect to their employment with CLP Resources, Inc. ("CLP"), that it violated provisions of the California Labor Code. Specifically, Mr. Sherman and Watson allege that CLP violated section 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and the applicable Industrial Welfare Commission Wage Order. The facts and circumstances concerning the alleged violations are outlined in the Complaint, which is enclosed with this correspondence.

Please advise whether you will proceed with an investigation of this matter or whether Mr. Sherman and Mr. Watson may seek civil-penalty recovery for the alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,


Alan Harris

enclosure

cc (with enclosure) via certified mail to registered agent for CLP Resources, Inc., CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017; via certified mail to registered agent for First Solar, Inc., CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017

Exhibit 3



**STATE OF CALIFORNIA
Labor & Workforce Development Agency**

GOVERNOR Edmund G. Brown Jr. • SECRETARY Marty Morgenstern

Agricultural Labor Relations Board • California Unemployment Insurance Appeals Board
California Workforce Investment Board • Department of Industrial Relations
Economic Strategy Panel • Employment Development Department • Employment Training Panel

May 21, 2012

CERTIFIED MAIL

Harris & Ruble
6424 Santa Monica Blvd.
Los Angeles, CA 90038

RE: Employer: CLP Resources, Inc.; et al./o CT Corporation System
RE: Employee(s): Jerin Sherman and Matt Watson
RE: LWDA No: 10439

This is to inform you that the Labor and Workforce Development Agency (LWDA) received your notice of alleged Labor Code violations pursuant to Labor Code Section 2699, postmarked April 27, 2012, and after review, does not intend to investigate the allegations.

As a reminder to you, the provisions of Labor Code Section 2699(i) provides that "...civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code." Labor Code Section 2699(l) specifies "[T]he superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part."

Consequently, you must advise us of the results of the litigation, and forward a copy of the court judgment or the court-approved settlement agreement. Please be certain to reference the above LWDA assigned Case Number in any future correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Hoffner", is written over the typed name.

Doug Hoffner
Undersecretary

Cc: CLP Resources, Inc.; et al./o CT Corporation System
818 W. 7th Street
Los Angeles, CA 90017

Exhibit 4

1 Alan Harris (SBN 146079)
 2 Abigail Treanor (SBN 228610)
 3 HARRIS & RUBLE
 4 6424 Santa Monica Boulevard
 5 Los Angeles, California 90038
 Telephone: 323.962.3777
 Facsimile: 323.962.3004
aharris@harrisandruble.com
atreanor@harrisandruble.com

6 Attorneys for Plaintiff

7
 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF LOS ANGELES
 10 CENTRAL DISTRICT
 11

12 JERIN SHERMAN and MATT
 13 WATSON, individually,

14 Plaintiffs,

15 v.

16 CLP RESOURCES, INC., FIRST
 17 SOLAR, INC., and DOES 1 to 20,

18 Defendants.
 19
 20
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Case No.

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime, Cal. Lab. Code §§ 1194 and 1198 and IWC Wage Order 16
2. Failure to Provide Accurate Itemized Wage Statements, Cal. Lab. Code § 226
3. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 and IWC Wage Order 16
4. Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7
5. Failure to Pay Minimum Wage and Overtime Compensation, Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
6. Continuing Wages, Cal. Lab. Code § 203
7. Failure to Reimburse Expenses, Cal. Lab. Code § 2802
8. Civil Penalties, Cal. Lab. Code § 2698 *et seq.*, Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1
 FIRST AMENDED COMPLAINT

EXHIBIT 2

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1 Plaintiffs Jerin Sherman and Matt Watson, by and through their undersigned attorneys,
2 allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action seeking overtime, damages, and attorneys' fees and
5 costs. Venue is proper in this judicial district, pursuant to California Code of Civil
6 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business,
7 have an agent, or are found in the County of Los Angeles and are within the jurisdiction
8 of this Court for purposes of service of process. The unlawful acts alleged herein had a
9 direct effect on and were committed within the County of Los Angeles, State of
10 California.

11 **PARTIES**

12 2. Plaintiff Jerin Sherman ("Sherman") is an individual who, during the time
13 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
14 First Solar, Inc. in the County of Los Angeles, State of California.

15 3. Plaintiff Matt Watson ("Watson") is an individual who, during the time
16 periods relevant to this Complaint, was employed by Defendants CLP Resources, Inc. and
17 First Solar, Inc. in the County of Los Angeles, State of California. (Sherman and Watson
18 shall be collectively referred to as "Plaintiffs.")

19 4. CLP Resources, Inc. ("CLP") is a skilled trades-staffing company providing
20 skilled trades-people to a broad range of contractors. CLP is incorporated in Delaware
21 and has its headquarters in Reno, Nevada. CLP is authorized to do and does business in
22 the County of Los Angeles, State of California.

23 5. First Solar, Inc. ("FSI") designs, builds, and operates utility-scale solar
24 power plants. FSI is incorporated in Delaware and has its headquarters in Tempe,
25 Arizona. FSI is authorized to do and does business in the County of Los Angeles, State
26 of California. (CLP and FSI shall collectively be referred to as "Defendants.")

27 6. The true names and/or capacities, whether individual, corporate, associate or
28 otherwise, of defendants Does 1 to 20 inclusive, are unknown to Plaintiffs at this time,

1 who therefore sue said defendants by such fictitious names. When the true names and
 2 capacities of said defendants have been ascertained, Plaintiffs will amend this complaint
 3 accordingly. Plaintiffs are informed and believes and thereupon alleges that each
 4 defendant designated herein as a Doe is responsible, negligently, intentionally,
 5 contractually, or in some other actionable manner, for the events and happenings
 6 hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiffs
 7 as is hereinafter alleged, either through said defendants' own wrongful conduct or through
 8 the conduct of their agents, servants, employees, representatives, officers or attorneys, or
 9 in some other manner.

10 GENERAL ALLEGATIONS

11 7. Defendants have employed Plaintiffs as skilled laborers from 2011 to the
 12 present. Plaintiffs are current employees of Defendants. In this capacity, Plaintiffs
 13 perform functions related to the construction of a solar power plant in the County of Los
 14 Angeles. Plaintiffs' work shifts are from 7:00 a.m. to 3:30 p.m. Monday through Friday
 15 every week. Plaintiffs are only paid for their scheduled work shifts, notwithstanding
 16 Defendants' requirement that Plaintiffs report for duty before 7:00 a.m. and Plaintiffs do
 17 not stop working until after 3:30 p.m.

18 8. At all times relevant hereto California Labor Code sections 1194 and 1198
 19 and Industrial Welfare Commission ("IWC") Wage Order 16 required the payment of
 20 overtime for hours worked over eight in a workday.

21 9. At all relevant times mentioned herein, California Labor Code section 1194
 22 provided, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
 24 receiving less than the legal minimum wage or the legal overtime
 25 compensation applicable to the employee is entitled to recover in a civil
 26 action the unpaid balance of the full amount of this minimum wage or
 27 overtime compensation, including interest thereon, reasonable attorney's
 28 fees, and costs of suit.

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1 Cal. Lab. Code § 1194(a).

2 10. At all relevant times mentioned herein, section 1198 of the California Labor
3 Code provided:

4 The maximum hours of work and the standard conditions of labor fixed by
5 the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees. The employment of any employee for
7 longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.

9 Cal. Lab. Code § 1198. Section 1198 refers to "conditions of labor prohibited by the
10 order [of the IWC]" and therefore incorporates by reference IWC Wage Order
11 Number 16. To date, Plaintiffs have not been paid for all of the hours they worked for
12 Defendants. By failing to pay Plaintiffs for all of their hours of work, CLP violated
13 section 1198 by employing Plaintiff "under conditions of labor prohibited by the order."
14 Cal. Lab. Code § 1198.

15 11. IWC Wage Order 16 provides, in relevant part:

16 (A) Every employer shall pay to each employee wages of not less
17 than seven dollars and fifty cents (\$7.50) per hour for all hours worked,
18 effective January 1, 2007, and not less than eight dollars (\$8.00) per hour
19 for all hours worked, effective January 1, 2008.

20 (B) Every employer shall pay to each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage
22 for all hours worked in the payroll period, whether the remuneration is
23 measured by time, piece, commissioner, or otherwise.

24 8 Cal. Code Regs. § 11160(4).

25 12. At all relevant times mentioned herein, section 204 of the California Labor
26 Code provided, in relevant part:

27 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
28 earned by any person in any employment are due and payable twice during

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each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Cal. Lab. Code § 204.

13. Similarly, at all times relevant hereto, the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* require the payment of at least minimum wage and overtime for hours worked over forty in a workweek. See 29 U.S.C. §§ 206 and 207.

14. Plaintiffs were prevented from taking proper rest breaks as required by law.

15. At all times relevant hereto, section 226.7 of the California Labor Code provided:

(a) No employer shall require any employee to work during any . . . rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a . . . rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Cal. Lab. Code § 226.7.

16. IWC Wage Order 16 provides, in relevant part:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to

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maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

...
(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

8 Cal. Code Regs. § 11160(11).

17. CLP violated section 226.7 of the California Labor Code and IWC Wage Order 16 by failing to compensate Plaintiffs for their hours worked on authorized rest periods. Accordingly, Plaintiffs are entitled to an additional hour of pay for each workday Plaintiffs were not properly provided their rest periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(11).

18. Compensation for missed rest periods constitutes wages within the meaning of section 200 *et seq.* of the California Labor Code.

19. To date, Defendants have failed to compensate Plaintiffs for all of their earned wages in accordance with the California Labor Code, IWC Wage Order 16, and/or the FLSA.

20. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when

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1 wages are paid by personal check or cash, an accurate itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the
3 employee, except for any employee whose compensation is solely based on a
4 salary and who is exempt from payment of overtime under subdivision (a) of
5 Section 515 or any applicable order of the Industrial Welfare Commission,
6 (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided, that all
8 deductions made on written orders of the employee may be aggregated and
9 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
10 for which the employee is paid, (7) the name of the employee and his or her
11 social security number, except that by January 1, 2008, only the last four
12 digits of his or her social security number or an employee identification
13 number other than a social security number may be shown on the itemized
14 statement, (8) the name and address of the legal entity that is the employer,
15 and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.
17 The deductions made from payments of wages shall be recorded in ink or
18 other indelible form, properly dated, showing the month, day, and year, and a
19 copy of the statement or a record of the deductions shall be kept on file by
20 the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and
24 intentional failure by an employer to comply with subdivision (a) is entitled
25 to recover the greater of all actual damages or fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100)
27 per employee for each violation in a subsequent pay period, not exceeding an
28

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
2 award of costs and reasonable attorney's fees.

3 Cal. Lab. Code § 226.

4 21. Throughout the period of Plaintiffs' employment with CLP, CLP failed to
5 provide them with all of the data required by section 226(a) of the California Labor Code.
6 For example, ~~Exhibit 1~~ consists of a sample of Sherman's wage statements and ~~Exhibit 2~~
7 consists of a sample of Watson's wage statements. ~~The~~ For example, Defendant's wage
8 statements fail, inter alia, to state the name and address of the legal entity that is the
9 employer. Cal. Lab. Code § 226(a)(8). In addition, they fail to inform Plaintiffs with
10 respect to the total hours worked, net and gross wages earned, and all applicable hourly
11 rates.

12 22. At all relevant times mentioned herein, section 1174 of the California Labor
13 Code provided:

14 Keep, at a central location in the state or at the plants or
15 establishments at which employees are employed, payroll records showing
16 the hours worked daily by and the wages paid to, and the number of piece-
17 rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments. These records shall be
19 kept in accordance with rules established for this purpose by the
20 commission, but in any case shall be kept on file for not less than two years.

21 Cal. Lab. Code § 1174(d).

22 23. IWC Wage Order 16 provides, in relevant part:

23 (A) Every employer who has control over wages, hours, or working
24 conditions shall keep accurate information with respect to each employee,
25 including the following:

26 (1) The employee's full name, home address, occupation, and social
27 security number. The employee's date of birth, if under 18 years of age, and
28 designation as a minor. Time records showing when the employee begins

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1 and ends each work period. Meal periods, split shift intervals, and total
 2 daily hours worked shall also be recorded. Meal periods during which
 3 operations cease and authorized rest periods need not be recorded.

4 (2) Total wages paid each payroll period, including value of board,
 5 lodging, or other compensation actually furnished to the employee.

6 (3) Total hours worked during the payroll period and applicable rates
 7 of pay. This information shall be made readily available to the employee
 8 upon reasonable request. When a piece rate or incentive plan is in operation,
 9 piece rates or an explanation of the incentive plan formula shall be provided
 10 to employees. An accurate production record shall be maintained by the
 11 employer.

12 (B) Every employer who has control over wages, hours, or working
 13 conditions shall semimonthly or at the time of each payment of wages
 14 furnish each employee an itemized statement in writing showing: (1) all
 15 deductions; (2) the inclusive dates of the period for which the employee is
 16 paid; (3) the name of the employee or the employee's social security
 17 number; and (4) the name of the employer, provided all deductions made on
 18 written orders of the employee may be aggregated and shown as one item.
 19 (See Labor Code Section 226.) This information shall be furnished either
 20 separately or as a detachable part of the check, draft, or voucher paying the
 21 employee's wages.

22 8 Cal. Code Regs. §11160(6)(A)–(B).

23 24. Defendant failed to maintain payroll records required by the California Labor
 24 Code and IWC Wage Order 16. For example, Defendant failed to record the “[t]ime
 25 records . . . when the employee begins and ends each work period.” 8 Cal. Code Regs.
 26 §11160(6)(A)(1).

27 ~~+++~~

28 25. Section 2699 of the California Labor Code, the Labor Code Private

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1 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

2 (a) Notwithstanding any other provision of law, any provision of this code
 3 that provides for a civil penalty to be assessed and collected by the Labor
 4 and Workforce Development Agency or any of its departments, divisions,
 5 boards, agencies or employees, for a violation of this code, may, as an
 6 alternative, be recovered through a civil action brought by an aggrieved
 7 employee on behalf of himself or herself and other current or former
 8 employees.

9 ----
 10 (f) For all provisions of this code except those for which a civil penalty is
 11 specifically provided, there is established a civil penalty for a violation of
 12 these provisions, as follows . . . (2) If, at the time of the alleged violation, the
 13 person employs one or more employees, the civil penalty is one hundred
 14 dollars (\$100) for each aggrieved employee per pay period for the initial
 15 violation and two hundred dollars (\$200) for each aggrieved employee per
 16 pay period for each subsequent violation.

17 ----
 18 (g) Except as provided in paragraph (2), an aggrieved employee may recover
 19 the civil penalty described in subdivision (f) in a civil action pursuant to the
 20 procedures specified in Section 2699.3 filed on behalf of himself or herself
 21 and other current or former employees against whom one or more of the
 22 alleged violations was committed. Any employee who prevails in any action
 23 shall be entitled to an award of reasonable attorney's fees and costs. Nothing
 24 in this part shall operate to limit an employee's right to pursue or recover
 25 other remedies available under state or federal law, either separately or
 26 concurrently with an action taken under this part.

27 Cal. Lab. Code § 2699.
 28

1 26. At all times relevant herein, section 226.3 of the California Labor Code
2 provided, in relevant part:

3 Any employer who violates subdivision (a) of Section 226 shall be subject
4 to a civil penalty in the amount of two hundred fifty dollars (\$ 250) per
5 employee per violation in an initial citation and one thousand dollars (\$
6 1,000) per employee for each violation in a subsequent citation, for which
7 the employer fails to provide the employee a wage deduction statement or
8 fails to keep the records required in subdivision (a) of Section 226. The civil
9 penalties provided for in this section are in addition to any other penalty
10 provided by law.

11 Cal. Lab. Code § 226.3.

12 27. At all times relevant herein, section 210 of the California Labor Code
13 provided, in relevant part:

14 (a) In addition to, and entirely independent and apart from, any other penalty
15 provided in this article, every person who fails to pay the wages of each
16 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5,
17 and 1197.5, shall be subject to a civil penalty as follows:

18 (1) For any initial violation, one hundred dollars (\$100) for each failure to
19 pay each employee.

20 (2) For each subsequent violation, or any willful or intentional violation,
21 two hundred dollars (\$200) for each failure to pay each employee, plus 25
22 percent of the amount unlawfully withheld.

23 Cal. Lab. Code § 210.

24 28. At all times relevant herein, section 1197.1 of the California Labor Code
25 provided, in relevant part:

26 (a) Any employer or other person acting either individually or as an officer,
27 agent, or employee of another person, who pays or causes to be paid to any
28

1 employee a wage less than the minimum fixed by an order of the commission
 2 shall be subject to a civil penalty as follows:

3 (1) For any initial violation that is intentionally committed, one hundred
 4 dollars (\$100) for each underpaid employee for each pay period for which
 5 the employee is underpaid.

6 (2) For each subsequent violation for the same specific offense, two
 7 hundred fifty dollars (\$250) for each underpaid employee for each pay period
 8 for which the employee is underpaid regardless of whether the initial
 9 violation is intentionally committed.

10 Cal. Lab. Code § 1197.1.

11 29. Wage Order 16 provides for civil penalties with respect to violations
 12 of the Wage Order:

13 (A) Penalties for Violations of the Provisions of this Order. Any employer
 14 or any other person acting on behalf of the employer who violates, or causes
 15 to be violated, the provisions of this order, shall be subject to civil and
 16 criminal penalties as provided by law. In addition, violation of any
 17 provision of this order shall be subject to a civil penalty as follows: (1)
 18 Initial Violation - \$50.00 for each underpaid employee for each pay period
 19 during which the employee was underpaid in addition to the amount which
 20 is sufficient to recover unpaid wages. (2) Subsequent Violations - \$100.00
 21 for each underpaid employee for each pay period during which the
 22 employee was underpaid in addition to an amount which is sufficient to
 23 recover unpaid wages. (3) The affected employee shall receive payment of
 24 all wages recovered. The labor commissioner may also issue citations
 25 pursuant to California Labor Code Section 1197.1 for non-payment of
 26 wages for overtime work in violation of this order.

27 § Cal. Code Regs. §11160(18)(A).

28 ////

FIRST CAUSE OF ACTION

(Cal. Lab. Code §§ 1194, 1194.2 and 1198 and IWC Wage Order 16,

Failure to Pay Overtime)

(On Behalf of Plaintiffs Against CLP)

25-30. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

26-31. Defendant CLP, by failing to pay Plaintiffs for the time they worked before 7:00 a.m. and after 3:30 p.m., has violated sections 1194 and 1198 of the California Labor Code and IWC Wage Order 16.

27-32. Plaintiffs are, accordingly, entitled to recovery of the unpaid balance of the full amount of their unpaid overtime, including interest thereon, reasonable attorneys' fees and costs of suit, in accordance with section 1194(a) of the California Labor Code.

28-33. Plaintiffs are also entitled to liquidated damages in accordance with section 1194.2 of the California Labor Code.

SECOND CAUSE OF ACTION

(Cal. Lab. Code § 226, Failure to Provide Accurate Information on Wage Statements)

(On Behalf of Plaintiffs Against Defendant CLP)

29-34. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

30-35. Defendant CLP employed Plaintiffs but failed to provide them with the data required by section 226(a) of the California Labor Code. For example, Defendant CLP failed to provide the name and address of the legal employer. See Cal. Lab. Code § 226(a)(8). Defendants actions were intentional and caused injury to Plaintiffs insofar as Plaintiffs were deprived of data to which they were legally entitled.

34-36. Accordingly, Plaintiffs are entitled to damages and costs and attorney's fees, demand for which is hereby made in accord with the provisions of California Labor Code section 226(e).

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4 **THIRD CAUSE OF ACTION**

5 (Failure to Maintain Accurate Payroll Time Records,
6 Labor Code section 1174, IWC Wage Order No. 16)
7 (On Behalf of Plaintiffs Against Defendant CLP)

8 ~~32-37~~ Plaintiffs replead, reallege, and incorporate by reference each and every
9 allegation set forth in the Complaint.

10 ~~33-38~~ Defendant CLP has violated California Labor Code section 1174 and IWC
11 Wage Order No. 16 by willfully failing to keep required payroll records showing the
12 actual hours and/or the begin and end time worked each day by Plaintiffs. Indeed, the
13 IWC Wage Order requires that the employer maintain "[t]ime records showing when the
14 employee begins and ends each work period." 8 Cal. Code Regs. § 11160(6)(A)(1).
15 Defendant CLP failed to properly maintain such records.

16 ~~34-39~~ As a direct and proximate result of Defendant CLP's failure to maintain
17 payroll records, Plaintiffs suffered actual economic harm as they have been precluded
18 from accurately monitoring the number of hours worked and thus seeking all accrued pay.

19 ~~35-40~~ Plaintiffs request relief as described below.

20 **FOURTH CAUSE OF ACTION**

21 (Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and
22 IWC Wage Order 16)
23 (On Behalf of Plaintiffs Against Defendant CLP)

24 ~~36-41~~ Plaintiffs replead, reallege, and incorporate by reference each and every
25 allegation set forth in the Complaint.

26 ~~37-42~~ At all times herein relevant, section 226.7 of the California Labor Code and 8
27 California Code of Regulations section 11160 provided that employees must receive rest
28 periods of ten minutes for each four hours of work. 8 Cal. Code Regs. 11160(11)(A).

~~38-43~~ Because Defendant CLP failed to properly provide the required rest
periods, it is liable to Plaintiffs for one hour of additional pay at the regular rate of

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1 compensation for each workday that the proper rest periods were not provided,
 2 pursuant to Labor Code section 226.7 and California Code of Regulations section 11160,
 3 for the period of time from the four years prior to the filing of the Complaint to date.
 4 Plaintiffs request relief as described below.

5 FIFTH CAUSE OF ACTION

6 (Failure to Pay Minimum Wage and/or Overtime Compensation,
 7 Fair Labor Standards Act, 29 U.S.C. § 216(b))
 8 (On Behalf of Plaintiffs Against Defendants CLP and FSI)

9 ~~39-44~~ Plaintiffs plead, reallege, and incorporate by reference each and every
 10 allegation set forth in the Complaint.

11 ~~40-45~~ Defendants CLP and FSI intentionally and improperly failed to pay Plaintiff
 12 overtime compensation to which they are entitled. The FLSA, 29 U.S.C. § 207 provides,
 13 in relevant part:

14 [N]o employer shall employ any of his employees who in any workweek is
 15 engaged in commerce or in the production of goods for commerce, or is
 16 employed in an enterprise engaged in commerce or in the production of
 17 goods for commerce, for a workweek longer than forty hours unless such
 18 employee receives compensation for his employment in excess of the hours
 19 above specified at a rate not less than one and one-half times the regular rate
 20 at which he is employed.

21 29 U.S.C. § 207(a)(1).

22 ~~41-46~~ During their employment with Defendants CLP and FSI, Plaintiffs were not
 23 paid for all of their time worked.

24 ~~42-47~~ Accordingly, Plaintiffs request payment of overtime compensation
 25 according to proof, liquidated damages, attorney's fees, and costs pursuant to 29 U.S.C.
 26 § 216(b).

27 SIXTH CAUSE OF ACTION

28 (Cal. Lab. Code § 203—Continuing Wages)
 (On Behalf of Plaintiffs Against Defendant CLP)

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1 48. Plaintiffs replead, reallege, and incorporate by reference each and every
2 allegation set forth in the Complaint.

3 49. Plaintiffs were discharged on or about May 25, 2012, but were not provided
4 all of their wages within the time required by section 201 of the California Labor Code,
5 despite Defendant CLP's knowledge of its obligation to do so. Defendant CLP's actions
6 were "willful" within the meaning of section 203 of the California Labor Code.

7 50. Plaintiffs are therefore entitled to thirty days of continuing wages pursuant to
8 California Labor Code section 203.

9 **SEVENTH CAUSE OF ACTION**

10 (Cal. Lab. Code § 2802— Indemnification and Reimbursement of Expenditures)
11 (On Behalf of Plaintiffs Against Defendant CLP)

12 51. Plaintiffs replead, reallege, and incorporate by reference each and every
13 allegation set forth in the Complaint.

14 52. At all relevant times herein, California Labor Code section 2802 provided, in
15 relevant part:

16 (a) An employer shall indemnify his or her employee for all necessary
17 expenditures or losses incurred by the employee in direct consequence of the
18 discharge of his or duties

19 (b) All awards made by a court . . . for reimbursement of necessary
20 expenditures under this section shall carry interest at the same rate as
21 judgments in civil actions. Interest shall accrue from the date on which the
22 employee incurred the necessary expenditure or loss.

23 (c) For purposes of this section, the term "necessary expenditures or losses"
24 shall include all reasonable costs, including, but not limited to, attorney's fees
25 incurred by the employee enforcing rights granted by this section.

26 Cal. Lab. Code § 2802.

27 53. At all relevant times herein, Wage Order 16 provided, in relevant part:
28

1 (A) When the employer requires uniforms to be worn by the employee as a
 2 condition of employment, such uniforms shall be provided and maintained
 3 by the employer. The term "uniform" includes wearing apparel and
 4 accessories of distinctive design or color.

5 (B) When the employer requires the use of tools or equipment or they are
 6 necessary for the performance of a job, such tools and equipment shall be
 7 provided and maintained by the employer, except that an employee whose
 8 wages are at least two (2) times the minimum wage may provide and
 9 maintain hand tools and equipment customarily required by the particular
 10 trade or craft in conformity with Labor Code Section 2802.

11 8 Cal. Code Regs. §11160(8).

12 54. In the discharge of their duties, Defendant CLP required Plaintiffs to wear
 13 protective gear for which they provided and maintained personally and were not
 14 reimbursed for their out-of-pocket expenses.

15 55. Pursuant to section 2802 of the California Labor Code, Plaintiffs are entitled
 16 to reimbursement of their out-of-pocket expenses from Defendant, interest thereon,
 17 attorneys' fees and costs, according to proof.

18 **EIGHTH CAUSE OF ACTION**

19 (Cal. Lab. Code § 2698 et seq., Civil Penalties Under the Private Attorneys General Act)
 20 (On Behalf of Plaintiffs Against Defendant CLP)

21 56. Plaintiffs replead, reallege, and incorporate by reference each and every
 22 allegation set forth in the Complaint.

23 57. Pursuant to California Labor Code section 2699.3(a)(1), on or about April
 24 26, 2012, Plaintiffs gave written notice by certified mail to the Labor and Workforce
 25 Development Agency ("LWDA") and Defendants, through its registered agents for
 26 service of process, of the specific provisions of the California Labor Code alleged to have
 27 been violated by Defendant CLP, including the facts and theories specified in the
 28 original complaint filed on April 26, 2012. A copy of the April 26, 2012, letter and

1 certified mail receipts are attached hereto as **Exhibit 3**.

2 58. At all relevant times herein, California Labor Code section 2699.3(a)(2)(A)
 3 provided:

4 The agency shall notify the employer and the aggrieved employee or
 5 representative by certified mail that it does not intend to investigate the
 6 alleged violation within 30 calendar days of the postmark date of the notice
 7 received pursuant to paragraph (1). Upon receipt of that notice or if no notice
 8 is provided within 33 calendar days of the postmark date of the notice given
 9 pursuant to paragraph (1), the aggrieved employee may commence a civil
 10 action pursuant to Section 2699.

11 Cal. Lab. Code § 2699.3(a)(2)(A). On May 21, 2012, the LWDA indicated that it does not
 12 intend to investigate Plaintiffs' allegations. Attached hereto as **Exhibit 4** is the May 21,
 13 2012, letter from the LWDA. Accordingly, pursuant to section 2699.3(a)(2)(A),
 14 Plaintiffs "may commence a civil action pursuant to Section 2699." Cal. Lab. Code §
 15 2699.3(a)(2)(A).

16 59. Section 210 of the California Labor Code provides for civil penalties for
 17 each violation of section 204. Section 226.3 of the California Labor Code provides for
 18 civil penalties for each violation of section 226 (a). Section 558 provides for civil
 19 penalties for each violation of sections 510 and 512. Section 1197.1 provides for civil
 20 penalties for each violation of section 1194. Section 2699(f) of the California Labor
 21 Code provides for civil penalties for violations of the California Labor Code, for which a
 22 specific civil penalty is not provided and the applicable Industrial Welfare Commission
 23 Wage Order. Section 2699(a) provides that civil penalties may be "recovered through a
 24 civil action brought by an aggrieved employee on behalf of himself or herself and other
 25 current or former employees." Cal. Lab. Code § 2699(a). Section 2699(g) provides that an
 26 employee who prevails in a civil action under section 2699 shall be entitled to an award
 27 of reasonable attorneys' fees and costs.

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WHEREFORE, Plaintiffs pray for judgment as follows:

7. That, under the Seventh Cause of Action, it be adjudged Plaintiffs be awarded reimbursement of her expenses and interest, and attorneys' fees and costs.

1 according to proof, pursuant to section 2802 of the California Labor Code against
2 Defendant CLP.

3 8. That, under the Eighth Cause of Action, it be adjudged that the State of
4 California and Plaintiff be awarded civil penalties, attorneys' fees and costs, in an amount
5 according to proof against Defendant CLP.

6 9. For such further relief as the Court may order.

7 Plaintiff demands a trial by jury as to all counts.

8 DATED: ~~April 26~~ July 2, 2012

HARRIS & RUBLE

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11 Alan Harris
12 Attorney for Plaintiff
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PROOF OF SERVICE

I am an attorney for Plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On July 3, 2012, I served the within document(s): **NOTICE OF MOTION; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR LEAVE TO FILE A FIRST AMENDED COMPLAINT; DECLARATION OF ALAN HARRIS.**

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by e-mail or fax to:

N/A

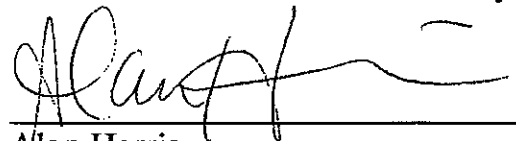
I caused such to be delivered by overnight courier to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burtt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on July 3, 2012, at Los Angeles, California.


Alan Harris

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
3 HARRIS & RUBLE
4 6424 Santa Monica Boulevard
5 Los Angeles, California 90038
6 Telephone: 323.962.3777
7 Facsimile: 323.962.3004
8 aharris@harrisandruble.com
9 atreanor@harrisandruble.com

10 Attorneys for Plaintiff

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES
14 CENTRAL DISTRICT
15

16 JERIN SHERMAN and MATT
17 WATSON, individually,

18 Plaintiffs,

19 v.

20 CLP RESOURCES, INC., FIRST
21 SOLAR, INC., and DOES 1 to 20,

22 Defendants.

Case No. BC 483549

**[PROPOSED] ORDER GRANTING
PLAINTIFFS LEAVE TO FILE FIRST
AMENDED COMPLAINT**

*Assigned to the Honorable Deirdre Hill,
Dept. 49*

Date: October 3, 2012

Time: 8:30 a.m.

Place: Dept. 49, 111 N. Hill Street, Los
Angeles, California 90012

1 The Court, having considered the parties' papers and arguments submitted in
2 support of, and in opposition to, Plaintiffs' Motion for Leave to File a First Amended
3 Complaint, hereby GRANTS Plaintiff's Motion for Leave to File a First Amended
4 Complaint.

5 Plaintiff may file forthwith the First Amended Complaint adding a sixth cause of
6 action pursuant to California Labor Code section 203, a seventh cause of action pursuant
7 to California Labor Code section 2802, and an eighth cause of action pursuant to
8 California Labor Code section 2698 *et seq.*, the Labor Code Private Attorneys General
9 Act.

10 Defendants shall have thirty days from the date of the filing of the First Amended
11 Complaint a response to the First Amended Complaint.

12 **IT IS SO ORDERED.**

13
14 Dated: _____, 2012

15
16 _____
17 Los Angeles Superior Court
18 The Honorable Deirdre Hill
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PROOF OF SERVICE

I am an attorney for Plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On July 3, 2012, I served the within document(s): **[PROPOSED] ORDER GRANTING PLAINTIFFS LEAVE TO FILE FIRST AMENDED COMPLAINT.**

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by e-mail or fax to:

N/A

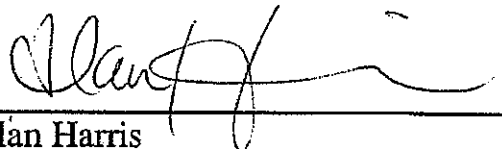
I caused such to be delivered by overnight courier to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on July 3, 2012, at Los Angeles, California.


Alan Harris

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 10 2012

John A. Clarke, Executive Officer/Clerk
By [Signature] Deputy
Clerk

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
3 HARRIS & RUBLE
4 6424 Santa Monica Boulevard
5 Los Angeles, California 90038
6 Telephone: 323.962.3777
7 Facsimile: 323.962.3004
8 aharris@harrisandruble.com
9 atreanor@harrisandruble.com

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES
13 CENTRAL DISTRICT

14 JERIN SHERMAN and MATT
15 WATSON, individually,

16 Plaintiffs,

17 v.

18 CLP RESOURCES, INC., FIRST
19 SOLAR, INC., and DOES 1 to 20,

20 Defendants.

Case No. BC 483549

**NOTICE OF ORDER TO SHOW
CAUSE HEARING**

*Assigned to the Honorable Deirdre Hill,
Dept. 49*

Date: August 20, 2012

Time: 8:30 a.m.

Place: Dept. 49, 111 N. Hill Street, Los
Angeles, California 90012

21 PLEASE TAKE NOTICE THAT the Court has set an "OSC WHY SCAN
22 SHOULD NOT BE IMPOSE FOR FAILURE TO TIMELY: 1) FILE POS; 2) MAKE
23 APP FOR PUB; 3) FILE DEFAULT; 4) FILE CMC STMNT; 5) FILE DFLT JUDG for
24 August 20, 2012, at 8:30 a.m. in Department 49 of the Stanley Mosk Courthouse, which
25 is located at 111 North Hill Street, Los Angeles, California 90012. (See attached Order to
26 Show Cause Hearing.)

27 DATED: July 9, 2012

HARRIS & RUBLE

[Signature]
Alan Harris

Attorney for Plaintiff

NOTICE SENT TO:

Harris, Alan, Esq.
 Harris & Ruble
 6424 Santa Monica Boulevard
 Los Angeles, CA 90038

UNFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles
 FILE STAMP

JUL 05 2012

John A. Clarke, Executive Officer/Clerk
 FRANK ESTRADA, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

JERIN SHERMAN ET AL

Plaintiff(s),

VS.

CASE NUMBER

BC483549

CLP RESOURCES INC ET AL

Defendant(s).

ORDER TO SHOW CAUSE HEARING

To the party/attorney of record: **PLAINTIFF:**

You are ordered to appear for an Order to Show Cause Hearing on August 20, 2012 at 8:30 am in Dept. 49 of this court, Central District, 111 North Hill Street, Los Angeles, California 90012, and show cause why sanctions should not be imposed for:

OSC WHY SANC SHOULD NOT BE IMPOSE FOR FAILURE TO TIMELY: 1)FILE POS
2)MAKE APP FOR PUB;3)FILE DEFAULT 4)FILE CMC STMT;5)FILE DFLT JUDG

Failure to comply or appear may result in sanctions, pursuant to one or more of the following: California Rules of Court, rule 2.30, and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

☐ To avoid a mandatory appearance all required documents must be filed in ☐ this Dept ☐ Clerk's Office, Room _____ at least 5 court days prior to the date of the hearing.

☐ The Court may infer from your failure to appear that possession of the premises is no longer at issue, and that your case is not entitled to preference in setting pursuant to Code of Civil Procedure section 1179a.

☒ You are ordered to give notice of said hearing forthwith to any party served with summons and complaint prior to OSC Hearing and file a Proof of Service in this department or Clerk's Office at least 5 court days prior to the date of the hearing.

Dated: July 5, 2012**DEIRDRE HILL**

Judicial Officer

CERTIFICATE OF MAILING

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order to Show Cause Hearing upon each party or counsel named above by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown above with the postage thereon fully prepaid.

Date: July 5, 2012

John A. Clarke, EXECUTIVE OFFICER/CLERK

By _____, Deputy Clerk

F. ESTRADA

ORDER TO SHOW CAUSE HEARING

LACIV 166-11 (Rev. 09/08)
 LASC Approved 06-04

LASC Local Rules, Chapter 7
 Cal. Rules of Court, rule 2.30

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOTICE SENT TO:

Harris, Alan, Esq.
Harris & Ruble
6424 Santa Monica Boulevard
Los Angeles, CA 90038

FILE STAMP
JUL 05 2012

John A. Clarke, Executive Officer/Clerk
by FRANK ESTRADA, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

JERIN SHERMAN ET AL

VS.

CLP RESOURCES INC ET AL

Plaintiff(s),

Defendant(s).

CASE NUMBER

BC483549

NOTICE OF CASE
MANAGEMENT CONFERENCE

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for August 20, 2012 at 8:30 am in Dept. 49 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least **15 calendar days** prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: July 5, 2012**DEIRDRE HILL**

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

☐ by personally giving the party notice upon filing the complaint.

Date: July 5, 2012

John A. Clarke, Executive Officer/Clerk

by FRANK ESTRADA, Deputy Clerk

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On July 9, 2012, I served the within document(s):
NOTICE OF ORDER TO SHOW CAUSE HEARING.

I caused such to be delivered by hand in person to:

N/A

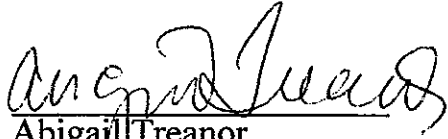
I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on July 9, 2012, at Los Angeles, California.


Abigail Treanor

CM-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alan Harris (SBN 146079) Abigail Treanor (SBN 228610) Harris & Ruble 6424 Santa Monica Boulevard Los Angeles CA 90038 TELEPHONE NO.: 323-962-3777 FAX NO. (Optional): 323-962-3004 E-MAIL ADDRESS (Optional): aharris@harrisandruble.com ATTORNEY FOR (Name): Plaintiffs	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk	
PLAINTIFF/PETITIONER: Jerin Sherman DEFENDANT/RESPONDENT: CLP Resources, Inc.	CASE NUMBER: BC 483549 JUDICIAL OFFICER: Hon. Deirdre Hill
NOTICE OF RELATED CASE	DEPT.: 49

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: **Headley v. CLP Resources, Inc.**
 b. Case number: **BC 488302**
 c. Court: ☒ same as above
☐ other state or federal court (name and address):
 d. Department: **CCW Department 322**
 e. Case type: ☐ limited civil ☒ unlimited civil ☐ probate ☐ family law ☐ other (specify):
 f. Filing date: **July 13, 2012**
 g. Has this case been designated or determined as "complex?" ☒ Yes ☐ No
 h. Relationship of this case to the case referenced above (check all that apply):
☒ involves the same parties and is based on the same or similar claims.
☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
☐ involves claims against, title to, possession of, or damages to the same property.
☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
☐ Additional explanation is attached in attachment 1h
 i. Status of case:
☒ pending
☐ dismissed ☐ with ☐ without prejudice
☐ disposed of by judgment
2. a. Title: **Headley v. CLP Resources, Inc.**
 b. Case number: **BC 488302**
 c. Court: ☐ same as above
☐ other state or federal court (name and address):
 d. Department:

CM-015

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

2. (continued)

- e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):
- f. Filing date:
- g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No
- h. Relationship of this case to the case referenced above (check all that apply):
- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 2h
- i. Status of case:
- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

3. a. Title:

b. Case number:

c. Court: ☐ same as above☐ other state or federal court (name and address):

d. Department:

e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):

f. Filing date:

g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No

h. Relationship of this case to the case referenced above (check all that apply):

- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 3h

i. Status of case:

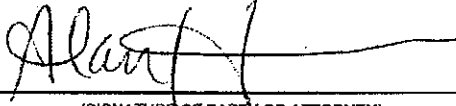
- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

4. ☐ Additional related cases are described in Attachment 4. Number of pages attached: _____

Date: 8/3/12

Alan Harris

(TYPE OR PRINT NAME OF PARTY OR ATTORNEY)



(SIGNATURE OF PARTY OR ATTORNEY)

CM-015

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

PROOF OF SERVICE BY FIRST-CLASS MAIL

NOTICE OF RELATED CASE

(NOTE: You cannot serve the Notice of Related Case if you are a party in the action. The person who served the notice must complete this proof of service. The notice must be served on all known parties in each related action or proceeding.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

6424 Santa Monica Boulevard, Los Angeles, CA 90038

2. I served a copy of the *Notice of Related Case* by enclosing it in a sealed envelope with first-class postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Related Case* was mailed:

- a. on (*date*): 8/3/12
- b. from (*city and state*): Los Angeles, CA

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

David Ongaro and Amelia Winchester
Street address: 650 California St. 5th Fl
City: San Francisco
State and zip code: CA 94108

- c. Name of person served:

Street address:
City:
State and zip code:

- b. Name of person served:

Street address:
City:
State and zip code:

- d. Name of person served:

Street address:
City:
State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 8/3/12

Alan Harris

(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

- Form Adopted for Mandatory Use
Judicial Council of California
CM-110 [Rev. July 1, 2011]

Page 1 of 5
Cal. Rules of Court,
rules 3.720–3.730
www.courts.ca.gov

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

Defendants employed Plaintiffs as construction workers and did not pay them for all their time worked, failed to provide rest breaks, and failed to provide accurate pay stubs. Plaintiffs are entitled to their unpaid wages and overtime and rest wages, according to proof, as well as damages under Labor Code section 226(e).

☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request ☒ a jury trial ☐ a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. **Trial date**

a. ☐ The trial has been set for (date):

b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):
Plaintiff's counsel has trial scheduled beginning on the following dates: 10/26/12, 11/5/12.

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one):

a. ☒ days (specify number): Approximately 5 days

b. ☐ hours (short causes) (specify):

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference (specify code section):

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (specify):

Status:

13. Related cases, consolidation, and coordination

- a. ☒ There are companion, underlying, or related cases.
- (1) Name of case: Headley v. CLP Resources, Inc.
- (2) Name of court: Los Angeles Superior Court, Central Civil West, Dept. 322
- (3) Case number: BC 488302
- (4) Status: Pending, filed July 13, 2012
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (name party):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):
- Plaintiffs have filed a Motion for Leave to File a First Amended Complaint set for October 3, 2012. Plaintiffs intend to file a dispositive motion before trial.

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (describe all anticipated discovery):
- | Party | Description | Date |
|--------------------------------------|-------------------|------|
| Defendants | Written Discovery | TBD |
| Defendants and Third-Party Witnesses | Depositions | TBD |

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, Inc.	BC 483549

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

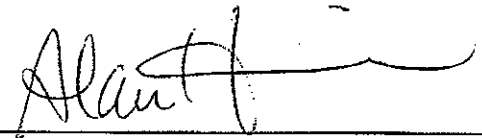
20. Total number of pages attached (if any): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: 8/6/12

Alan Harris

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On August 3, 2012, I served the within document(s):
PLAINTIFFS' CASE MANAGEMENT STATEMENT.

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on August 3, 2012, at Los Angeles, California.


Abigail Treanor

COPY

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David R. Ongaro, State Bar No. 154698, Amelia Winchester, Bar No. 257928 Ongaro Burr & Louderback LLP 650 California Street, Fifth Floor, San Francisco, CA 94108 TELEPHONE NO.: (415) 433-3900 FAX NO. (Optional): (415) 433-3950 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): CLP Resources, Inc. and First Solar, Inc.		FOR COURT USE ONLY CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court AUG 06 2012 John A. Clarke, Executive Officer/Clerk By <u>SHAUNYA WESLEY</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME:			
PLAINTIFF/PETITIONER: Jerin Sherman, et al. DEFENDANT/RESPONDENT: CLP Resources, et al.			
CASE MANAGEMENT STATEMENT (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)		CASE NUMBER: BC 483549	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: August 20, 2012 Time: 8:30 a.m. Dept.: 49 Div.: Room: Address of court (if different from the address above): <input checked="" type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): Amelia Winchester			

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

- Party or parties (answer one):
 - ☐ This statement is submitted by party (name):
 - ☒ This statement is submitted jointly by parties (names): CLP Resources, Inc. and First Solar, Inc.
- Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - The complaint was filed on (date):
 - ☐ The cross-complaint, if any, was filed on (date):
- Service (to be answered by plaintiffs and cross-complainants only)
 - ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - ☐ The following parties named in the complaint or cross-complaint
 - ☐ have not been served (specify names and explain why not):
 - ☐ have been served but have not appeared and have not been dismissed (specify names):
 - ☐ have had a default entered against them (specify names):
 - ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
- Description of case
 - Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):
 Complaint for failure to pay overtime, failure to pay accurate itemized wage statements, failure to maintain accurate payroll records, failure to provide rest breaks, failure to pay minimum wage/overtime

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, et al.	BC 483549

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
- Plaintiffs allege claims for failure to: pay overtime, provide accurate itemized wage statements, maintain accurate payroll records, provide rest breaks, pay minimum wage/overtime. Defendants maintain that Plaintiffs were paid all overtime hours, were provided with accurate itemized wage statements, provided accurate payroll records, were provided with all rest breaks and paid all minimum wage and overtime hours.
- ☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*
5. **Jury or nonjury trial**
The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*
6. **Trial date**
a. ☐ The trial has been set for (date):
b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*
c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*
7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one):*
a. ☒ days *(specify number):* 7
b. ☐ hours *(short causes) (specify):*
8. **Trial representation** *(to be answered for each party)*
The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:
☐ Additional representation is described in Attachment 8.
9. **Preference**
☐ This case is entitled to preference *(specify code section):*
10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation** *(if available).*
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption):*

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, et al.	BC 483549

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: CLP Resources, et al.	BC 483549

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):
- Motions for summary judgment or summary adjudication; motions to compel as necessary.

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
|--------------|--------------------|-------------|

Defendants	Written Discovery	December 2012
Defendants	Depositions	December 2012

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: Jerin Sherman, et al.	CASE NUMBER: BC 483549
DEFENDANT/RESPONDENT: CLP Resources, et al.	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☒ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: August 3, 2012

Amelia Winchester

(TYPE OR PRINT NAME)

▶ 
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is 650 California Street, Fifth Floor, San Francisco, CA 94108. On August 6, 2012, I served the foregoing documents described as follows:

Case Management Statement

I served these documents on the interested party listed below, using the following means:

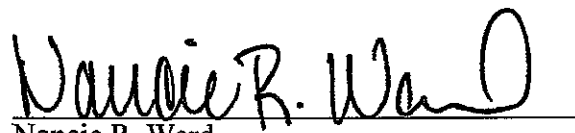
[X] (BY UNITED STATES MAIL) I enclosed the documents listed above in a sealed envelope or package addressed to the persons at the address listed below and placed the envelope for collection and mailing on the date shown above, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Counsel for PLAINTIFF

Alan Harris
Abigail Treanor
HARRIS & RUBLE
6424 Santa Monica Boulevard
Los Angeles, California 90038
Ph: 323.962.3777
Fx: 323.962.3004
Email: aharris@harrisandruble.com
Email: atreanor@harrisandruble.com

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 6, 2012, at San Francisco, California.


Nancie R. Ward

COPY

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		CONFIRMED COPY ORIGINAL FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES AUG 17 2012 John A. Clarke, Executive Officer/Clerk BY <u>Shamya Wesley</u> Deputy
COURT ADDRESS: 111 N. Hill Street, Los Angeles, CA 90012		
PLAINTIFF: Jerin Sherman		
DEFENDANT: CLP Resources, Inc.		
CIVIL DEPOSIT		CASE NUMBER: BC 483549

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

☐ Room 102, Central Civil ☐ Clerk's Office, Room _____ ☐ Department Number 49

Distribution Codes	Amt Due	Distribution Codes	Amt Due
<input type="checkbox"/> 251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/> 74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/> 72 JURY FEES Trial Date: _____ (Initial Deposit) \$ _____	150.00	<input type="checkbox"/> 101 FIRST PAPERS- GENERAL JURISDICTION	
<input type="checkbox"/> 252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/> 101 FIRST PAPERS-LIMITED OVER \$10,000 With declaration Limited to \$10,000 (per B&P 6322.1(a))	
<input type="checkbox"/> 721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/> 130 Limited to \$10,000	
<input type="checkbox"/> 213 MOTIONS/APPLICATION TO CONT. HEARING		<input type="checkbox"/> 211 RECLASSIFICATION FEE	
<input type="checkbox"/> 200 MOTIONS/APPLICATION TO CONT. TRIAL		<input type="checkbox"/> 150 COMPLEX LITIGATION TRIAL/PLAINTIFF	
<input type="checkbox"/> Other: _____		<input type="checkbox"/> 151 COMPLEX LITIGATION TRIAL/DEFENDANT	

To be paid via: ☐ Cash ☒ Check ☐ Certified Check/Money Order ☐ Credit Card☒ On or Before 08/17/12 ☐ ForthwithPayment will be made by ☐ Plaintiff ☒ Defendant CLP Resources, Inc.

JOHN A. CLARKE, Executive Officer/Clerk

DATE _____

BY: _____

Deputy Clerk

TO BE COMPLETED BY DEPOSITOR

CASHIER'S VALIDATION

Depositor's Name: Ongaro Burr & Louderback LLP

☐ Plaintiff in Pro Per ☐ Defendant in Pro Per☐ Counsel for ☐ Plaintiff☒ Defendant CLP Resources, Inc.

Name of Party

Name of Party

Address of depositor

650 California Street, Fifth Floor

Street

San Francisco, CA 94108

City/State/Zip

CIV 083 03-04 (Rev. 05/06)
LASC Approved

CIVIL DEPOSIT

Distribution: Original - Case File Copy-Customer

1 Alan Harris (SBN 146079)
2 Abigail Treanor (SBN 228610)
3 HARRIS & RUBLE
4 6424 Santa Monica Boulevard
5 Los Angeles, California 90038
6 Telephone: 323.962.3777
7 Facsimile: 323.962.3004
8 aharris@harrisandruble.com
9 atreanor@harrisandruble.com

10 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JERIN SHERMAN and MATT
WATSON, individually,

Plaintiffs,

v.

CLP RESOURCES, INC., FIRST
SOLAR, INC., and DOES 1 to 20,

Defendants.

Case No. BC 483549

**NOTICE OF RULING AT CASE
MANAGEMENT CONFERENCE AND
NOTICE OF ORDER TO SHOW
CAUSE HEARING**

*Assigned to the Honorable Deirdre Hill,
Dept. 49*

Date: October 22, 2012

Time: 8:30 a.m.

Place: Dept. 49, 111 N. Hill Street, Los
Angeles, California 90012

PLEASE TAKE NOTICE THAT on August 20, 2012, in Department 49 of the Stanley Mosk Courthouse before the Honorable Deirdre Hill, the Court held a Case Management ("CMC"). Abigail Treanor of Harris & Ruble appeared on behalf of Plaintiffs. David Ongaro of Ongaro Burt Louderback LLP appeared on behalf of Defendants. During the CMC, Defendant stipulated to the filing of a First Amended Complaint. Accordingly, the Court ruled that the First Amended Complaint—a copy of which was attached to Plaintiffs' Motion for Leave to File First Amended Complaint, filed July 3, 2012, and set for hearing on October 3, 2012—shall be deemed filed as of August 20, 2012. Plaintiffs shall immediately serve a copy of the First Amended

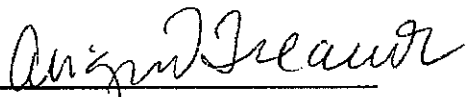
1 Complaint on Defendants. Defendants shall have twenty (20) days from the date of
2 service to file an Answer to the First Amended Complaint. The October 3, 2012, motion
3 hearing date is taken off calendar.

4 PLEASE TAKE FURTHER NOTICE that the Court set a further Order to Show
5 Cause Regarding Status of the Proof of Service of the First Amended Complaint, Status
6 of a Responsive Pleading and/or Request for Default Judgment for October 22, 2012, at
7 8:30 a.m. in Department 49.

8 During the CMC, the Court was also advised that a Notice of Related Case
9 regarding *Headley v. CLP Resources, Inc.*, Los Angeles Superior Court BC 488302, was
10 filed August 6, 2012. The Court ordered the parties to meet and confer as to whether the
11 present action and *Headley* should be related and/or consolidated. If the parties agree that
12 the cases should be related and/or consolidated, the parties shall file a joint stipulation in
13 Department 49 before the date set for the further Order to Show Cause hearing.

14
15 DATED: August 20, 2012

HARRIS & RUBLE

16
17 

18 Alan Harris

19 Abigail Treanor

20 *Attorneys for Plaintiffs*

PROOF OF SERVICE

I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 6424 Santa Monica Boulevard, Los Angeles, California 90038. On August 20, 2012, I served the within document(s):
NOTICE OF RULING AND ORDER TO SHOW CAUSE HEARING.

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by overnight mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

David R. Ongaro
Amelia D. Winchester
Ongaro Burt Louderback LLP
650 California Street, 5th Floor
San Francisco, CA 94108

I declare under penalty of perjury that the above is true and correct. Executed on August 20, 2012, at Los Angeles, California.


Abigail Treanor

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George H. Wu and the assigned discovery Magistrate Judge is Paul Abrams.

The case number on all documents filed with the Court should read as follows:

CV12- 8080 GW (PLAx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Jerin Sherman Matt Watson	DEFENDANTS CLP Resources, Inc. First Solar, Inc.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Alan Harris and Abigail Treanor Harris & Ruble 6424 Santa Monica Boulevard, Los Angeles, CA 90038; (323) 962-3777	Attorneys (If Known) David R. Ongaro and Amelia D. Winchester Ongaro Burt & Louderback LLP 650 California Street, Fifth Floor, San Francisco, CA 94108; (415) 433-3900

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input type="checkbox"/> 1 Original Proceeding <input checked="" type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ _____
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VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. section 1332 (diversity)

VII. NATURE OF SUIT (Place an X in one box only.) <table style="width:100%; border: none;"> <tr> <td style="width:25%; vertical-align: top;"> OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes </td> <td style="width:25%; vertical-align: top;"> CONTRACTS <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property </td> <td style="width:25%; vertical-align: top;"> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. 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CV12-8080

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Delaware, Nevada, Arizona

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 9/19/12

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))